



## AGENDA – December 21, 2015

7:00 p.m. City Council Meeting

Long Beach City Hall

115 Bolstad Avenue West

### 7:00 p.m. CALL TO ORDER; PLEDGE OF ALLEGIANCE; AND ROLL CALL

Call to order	Mayor Andrew, Council Member Linhart, Council Member Perez,
And roll call	Council Member Murry, Council Member Hanson, and Council Member Phillips

### CONSENT AGENDA – TAB A

All matters, which are listed within the consent section of the agenda, have been distributed to each member of the Long Beach City Council for reading and study. Items listed are considered routine by the Council and will be enacted with one motion unless a Council Member specifically requests it to be removed from the Consent Agenda to be considered separately. Staff recommends approval of the following items:

- Minutes, December 7, 2015 City Council Meeting.
- Payment Approval List for Warrant Registers 55941-55978 & 79051-79107 for \$230,817.13

### BUSINESS

- AB 15-67 - Public Hearing – Public Participation Plan for Comp Plan – TAB B
- AB 15-68 - Contract for A & E Services – Project Safe Haven – TAB C
- AB 15-69 – Brigid Byrne Property Donation Decision – TAB D
- AB 15-70 – Water, Sewer, Stormwater Rate Ordinance #925 – TAB E
- AB 15-71 – PACCOM Memorandum of Understanding – TAB F
- AB 15-72 - Vision Software and Professional Services – TAB G
- AB 15-73 – CED Agreement for Lighting update through PUD – TAB H

### ORAL REPORTS

- |   |              |       |                    |                  |
|---|--------------|-------|--------------------|------------------|
| • | City Council | Mayor | City Administrator | Department Heads |
|---|--------------|-------|--------------------|------------------|

### CORRESPONDENCE AND WRITTEN REPORTS – TAB I

- Correspondence – Gloria Park regarding Bear confrontation
- Correspondence – Department of Health, Office of Drinking Water
- Correspondence – Charter Communications Rate Change

### FUTURE CITY COUNCIL MEETING SCHEDULE

The Regular City Council meetings are held the 1<sup>st</sup> and 3<sup>rd</sup> Monday of each month at 7:00 PM and may be preceded by a workshop.  
January 4, 2016, January 19, 2016, February 1, 2016, February 16, 2016

### OATH OF OFFICE

Mayor Elect Phillips, Councilman Del Murry, Steven Linhart and Councilman Elect Tye Caldwell

### PUBLIC COMMENT

At this time, the Mayor will call for any comments from the public on any subject whether or not it is on the agenda for any item(s) the public may wish to bring forward and discuss. Preference will be given to those who must travel. **Please limit your comments to five minutes. The City Council does not take any action or make any decisions during public comment.** To request Council action during the Business portion of a Council meeting, contact the City Administrator at least one week in advance of a meeting.

### ADJOURNMENT

American with Disabilities Act Notice: The City Council Meeting room is accessible to persons with disabilities. If you need assistance, contact the City Clerk at (360) 642-4421 or advise City Administrator at the meeting.



**TAB - A**





## LONG BEACH CITY COUNCIL MEETING

December 7, 2015

### CALL TO ORDER; PLEDGE OF ALLEGIANCE; ROLL CALL

Mayor Andrew called the meeting to order at 7:00 p.m. and asked for the Pledge of Allegiance and roll call.

### ROLL CALL

David Glasson, City Administrator, called roll with Mayor Andrew, C. Murry, C. Perez, C. Phillips, and C. Linhart present. C. Hanson was absent.

### CONSENT AGENDA

Corrected Minutes, November 2, 2015 Regular City Council meeting.

Minutes, November 16, 2015 Regular City Council Meeting.

Minutes, November 20, 2015 Special City Council Meeting.

Payment Approval List for Warrant Registers 55915- 55940 & 78936 - 79050 for \$249,236.19

**C. Linhart made the motion to approve Consent Agenda and C. Phillips seconded the motion. 4 Ayes, 1 Absent, motion passed.**

### BUSINESS

AB 15-65      2016 Budget – PUBLIC HEARING

David Glasson, City Administrator, presented the Agenda Bill. Received no public comment on the proposed budget.

**C. Linhart made the motion to adopt Ordinance 923 and C. Phillips seconded the motion. 4 Ayes, 1 Absent, motion passed.**

AB 15-66      Resolution 2015 – Safety Policies

David Glasson, City Administrator, presented the Agenda Bill. The “recommended” policies are by the Washington State Department of Labor and Industries.

**C. Linhart made the motion to Adopt Resolution 2015-15 and C. Phillips seconded the motion. 4 Ayes, 1 Absent, motion passed.**

- Mayoral Proclamation – Daughters of the American Revolution

### ORAL REPORTS

C. Phillips, C. Perez, C. Murry, C. Linhart, Mayor Andrew, and David Glasson, City Administrator, presented reports.

### CORRESPONDENCE AND WRITTEN REPORTS

- Sales and Lodging Tax Report for November 2015
- Long Beach Police Report November 2015
- LBPVB Report October 2015
- Correspondence- Mr. Kelly regarding Bears in Long Beach

- Correspondence- WS Transportation Improvement Board
- Correspondence- Madeline Moore supporting the Farmers Market
- Business License- WS Recreation and Conservation Funding Board
- Business License- WCIA regarding Public Participation

**PUBLIC COMMENT**

No public comment

**ADJOURNMENT**

The Mayor adjourned the meeting at 7:10 p.m.

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Mayor

ATTEST:

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City Clerk



# Warrant Register

Check Period: 2015 - December - First

I, THE UNDERSIGNED DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE CLAIM IS A JUST, DUE AND UNPAID OBLIGATION AGAINST THE CITY OF LONG BEACH, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND CERTIFY TO SAID CLAIM.

Council Member	Council Member	Council Member	Clerk/Treasurer
Direct Deposit Run - 12/2/2015	Payroll Vendor	12/4/2015	\$20,686.91
55941	Andrew, Robert E.	Total	\$20,686.91
55942	Bell, Helen S	12/4/2015	\$395.85
55943	Binion, Jacob	12/4/2015	\$1,369.71
55944	Bonney, Matthew T	12/4/2015	\$1,688.75
55945	Bool, Kristopher A	12/4/2015	\$1,338.71
55946	Borchard, Gayle	12/4/2015	\$1,408.56
55947	Daulton, Alan T	12/4/2015	\$1,609.98
55948	Gilbertson, Bradley K	12/4/2015	\$240.72
55949	Goulter, John R.	12/4/2015	\$1,575.29
55950	Gray, Karen	12/4/2015	\$1,510.13
55951	Hanson, Natalie	12/4/2015	\$95.19
55952	Huff, Timothy M.	12/4/2015	\$266.95
55953	Kaino, Kris	12/4/2015	\$1,480.12
55954	Linhart, Steven P	12/4/2015	\$1,015.75
55955	Luethe, Paul J	12/4/2015	\$266.95
55956	Mortenson, Tim	12/4/2015	\$1,399.51
55957	Murry, Del R	12/4/2015	\$2,579.36
55958	Padgett, Timothy J	12/4/2015	\$266.95
55959	Perez, Arthur Mark	12/4/2015	\$1,398.27
55960	Phillips, Gerald S	12/4/2015	\$186.15
55961	Quittner, Jonathan H	12/4/2015	\$266.95
55962	Russum, Richard	12/4/2015	\$958.28
55963	Simonson, Angela B	12/4/2015	\$1,158.86
55964	Warner, Ralph D.	12/4/2015	\$571.81
55965	Williams, David L	12/4/2015	\$2,056.30
			\$184.60

55966	Wood, Matthew T	12/4/2015	\$989.89
55967	Wright, Flint R	12/4/2015	\$2,431.15
55968	Zuern, Donald D.	12/4/2015	\$2,192.35
55969	AFLAC	12/4/2015	\$344.36
55970	Association of WA Cities	12/4/2015	\$25,402.89
55971	City of Long Beach - Fica	12/4/2015	\$11,273.30
55972	City of Long Beach - FWH	12/4/2015	\$8,450.02
55973	Council Gift Fund	12/4/2015	\$60.00
55974	Dept of Labor & Industries	12/4/2015	\$1,912.20
55975	Dept of Retirement Systems	12/4/2015	\$10,915.40
55976	Dept of Retirement Systems Def Comp	12/4/2015	\$1,350.00
55977	Massmutual Retirement Services	12/4/2015	\$650.00
55978	Teamsters Local #58	12/4/2015	\$190.00
79051	Borchard, Gayle	12/8/2015	\$130.83
79052	Pacific County Auditor	12/9/2015	\$66.00
79053	Goulier, John	12/14/2015	\$199.40
79054	Zuern, Donald	12/14/2015	\$125.01
79055	Department of Retirement	12/14/2015	\$421.74
79056	Long Beach Merchants	12/15/2015	\$5,014.90
79057	Pacific County Auditor	12/15/2015	\$66.00
79058	Active Enterprises, Inc.	12/18/2015	\$194.22
79059	Airgas USA LLC	12/18/2015	\$29.73
79060	AlSCO-American Linen Div.	12/18/2015	\$62.28
79061	Astoria Janitor & Paper Supply	12/18/2015	\$51.10
79062	Beachdog.com Inc.	12/18/2015	\$480.00
79063	Blow Your Top Co.	12/18/2015	\$225.10
79064	BSK Associates	12/18/2015	\$240.00
79065	C - More Pipe Services	12/18/2015	\$6,711.84
79066	CenturyLink	12/18/2015	\$1,918.94
79067	Chevron & Texaco Business Card Services	12/18/2015	\$1,500.00
79068	Chinook Observer	12/18/2015	\$93.08
79069	CURRAN-MCLEOD, INC	12/18/2015	\$5,035.00
79070	DAVIS WRIGHT TREMAINE LLP	12/18/2015	\$3,149.00
79071	Dijulio Displays	12/18/2015	\$12,353.23
79072	Ecological Land Services	12/18/2015	\$1,070.00
79073	Elyson, Sue	12/18/2015	\$47.65
79074	Evergreen Septic Inc	12/18/2015	\$267.00
79075	Falcon's Crest Inc	12/18/2015	\$500.00
79076	Goelz, Doug	12/18/2015	\$1,500.00
79077	GRAINGER	12/18/2015	\$286.52
79078	H. D. FOWLER	12/18/2015	\$2,540.74
79079	Hach Company	12/18/2015	\$162.05
79080	Harrington, Tamra	12/18/2015	\$16.78
79081	Hedges, Jan Lem	12/18/2015	\$600.80
79082	Knappton Cove Heritage Center	12/18/2015	\$20.00
79083	LACAL EQUIPMENT, INC	12/18/2015	\$873.32

79084	Long Beach Commercial Security	12/18/2015	\$74.45
79085	MONTAGE ENTERPRISES INC	12/18/2015	\$813.60
79086	NTA Services, INC	12/18/2015	\$700.00
79087	Ocean Beach Hospital	12/18/2015	\$191.31
79088	Pacific County Health & Human Services	12/18/2015	\$94.02
79089	Pacific County Sheriffs	12/18/2015	\$435.00
79090	Pacific Office Automation	12/18/2015	\$2,365.84
79091	PAPE MACHINERY EXCHANGE	12/18/2015	\$2,611.27
79092	Pitney Bowes Global Financial Services LLC	12/18/2015	\$681.63
79093	Porter Foster Rorick LLP	12/18/2015	\$2,356.00
79094	Powell, Seiler & Co., P.S	12/18/2015	\$2,715.00
79095	PR Diamond Products, Inc.	12/18/2015	\$340.00
79096	Public Utility District 2	12/18/2015	\$3,848.49
79097	Recall Secure Destruction Services	12/18/2015	\$161.95
79098	Solutions Yes	12/18/2015	\$8,827.75
79099	STAPLES ADVANTAGE	12/18/2015	\$378.01
79100	State Auditor's Office	12/18/2015	\$18,204.10
79101	Total Battery & Auto	12/18/2015	\$211.53
79102	U.S. Bank N.A.	12/18/2015	\$425.00
79103	U.S. Cellular	12/18/2015	\$298.54
79104	Visa	12/18/2015	\$1,055.09
79105	Vision Municipal Solutions	12/18/2015	\$10,624.31
79106	Wadsworth Electric	12/18/2015	\$13,478.70
79107	Wilcox & Flegel Oil Co.	12/18/2015	\$1,835.11
	<b>Total</b>	<b>Check</b>	<b>\$210,130.22</b>
	<b>Grand Total</b>		<b>\$230,817.13</b>



**TAB - B**







**CITY COUNCIL  
AGENDA BILL  
AB 15-67**

**Meeting Date: December 21, 2015**

AGENDA ITEM INFORMATION		
<b>SUBJECT:</b> <i>Public Hearing on and Adoption of Ordinance No. 924, Public Participation Plan for the Long Beach Comprehensive Plan.</i>	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	
	City Attorney	
	City Clerk/Treasurer	
	City Engineer	
	Community Development Director	GB
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
	Water/Wastewater Supervisor	
<b>COST:</b>	Other:	
<p><b>SUMMARY STATEMENT:</b> <i>The GMA now requires all Comprehensive Plans to include a Public Participation Plan. Council has reviewed the attached Public Participation plan, and the Planning Commission reviewed and commented on a somewhat more expanded version of the attached plan during the SMP update. Amendments to the Comprehensive Plan are by ordinance, and Council must hold a hearing on Ordinance No. 924, adopting the Public Participation Plan as Appendix M of the Long Beach Comprehensive Plan.</i></p> <p><i>Because the Comprehensive Plan underwent SEPA review, and because this strictly procedural appendix to the Comp Plan does not have the potential to result in significant impacts to the environment that were not already disclosed in the prior SEPA document, no new threshold determination is required.</i></p>		
<p><b>RECOMMENDED ACTION:</b> <i>Conduct public hearing; adopt Ordinance No. 924.</i></p>		

**CITY of LONG BEACH  
NOTICE OF PUBLIC HEARING AND  
POSSIBLE ADOPTION OF ORDINANCE NO. 924,  
ADOPTING A PUBLIC PARTICIPATION PLAN AS PART OF THE  
LONG BEACH COMPREHENSIVE PLAN  
AND REPEALING ALL ORDINANCES IN CONFLICT**

The Long Beach City Council will conduct a public hearing on, consider, and possibly adopt Ordinance No. 924 comprising a Public Participation Plan as part of the Long Beach Comprehensive Plan.

The Long Beach City Council will conduct a hearing, consider this matter, and adopt this ordinance at its regularly-scheduled business meeting of December 21, 2015. That meeting is scheduled to start at 7:00 pm in the City Council Chambers at Long Beach City Hall, 115 Bolstad Avenue West, Long Beach, Washington. This facility is accessible to persons with disabilities.

The ordinance and Public Participation Plan are available for review at Long Beach City Hall.

Chinook Observer: Please publish on December 9, 2015

## ORDINANCE No. 924

### **AN ORDINANCE OF THE CITY OF LONG BEACH, WASHINGTON ADOPTING A PUBLIC PARTICIPATION PLAN AS PART OF THE LONG BEACH COMPREHENSIVE PLAN, AND PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT**

**WHEREAS**, the City of Long Beach plans under the Growth Management Act chapter 36.70A RCW), which requires the City adopt a Comprehensive Plan; and

**WHEREAS**, the City may adopt amendments to the Comprehensive Plan; and

**WHEREAS**, the City has undertaken a public process to receive input from its citizens, property owners, and decision-makers; and

**WHEREAS**, the City has reviewed and considered all public comments;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LONG BEACH, WASHINGTON, DOES ORDAIN AS FOLLOWS:**

#### **Section 1. Findings**

The City Council of the City of Long Beach hereby adopts the following Findings of Fact:

- (1) The proposed Comprehensive Plan amendment is necessary to protect the health, safety, and general welfare of the community.
- (2) The proposed Comprehensive Plan amendment is necessary to ensure the Long Beach Comprehensive Plan is consistent with requirements of the Growth Management Act.
- (3) There is a previous threshold determination on the non-project action of the Comprehensive Plan, and the proposed Public Participation Plan would not result in substantial changes or new information that would result in significant impacts to the environment not previously analyzed and therefore, no new threshold determination is required under the State Environmental Policy Act.

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#### **Section 2. Adoption**

Amendment to the Long Beach Comprehensive Plan, comprising Appendix M: Public Participation Plan, attached hereto, is hereby adopted.

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**Section 3. Severability**

Should any provision, section, paragraph, sentence, clause or phrase of this Ordinance or its application to any person or circumstance be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

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**Section 4. Repeal**

Any existing ordinances that may conflict with this ordinance are hereby repealed.

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**Section 5. Effective Date**

This Ordinance shall be in full force and effect five (5) days from and after its passage, approval, and publication in the manner required by law. Such publication shall not occur until the Public Participation Plan has been reviewed by the Commerce Department of the State of Washington.

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**Section 6. Adoption Date**

ADOPTED by the City Council of the City of Long Beach, Pacific County, Washington, at a regular open public meeting held the 21<sup>st</sup> day of December, 2015.

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AYES 0

NAYS 0

ABSENT 0

ABSTENTIONS 0

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Robert Andrew, Mayor

ATTEST:

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Helen Bell, City Clerk

## ATTACHMENT TO ORDINANCE No. 924

### LONG BEACH COMPREHENSIVE PLAN APPENDIX M: PUBLIC PARTICIPATION PLAN

*See next page*

**M. Public Participation**

Pursuant to RCW 36.70A.035, the City of Long Beach Comprehensive Plan must include a Public Participation Plan. Please see the following pages.

# Public Participation Plan



Comprehensive Plan Update 🌐 City of Long Beach 🌐 November 2015





# Public Participation Plan

## Long Beach Comprehensive Plan Update



### Prepared by:

The City of Long Beach  
115 Bolstad West  
PO Box 310  
Long Beach, Washington 98631

### Contact:

Gayle Borchard  
Director of Community Development  
360.642.4421



November 2015

This document should be cited as follows:

City of Long Beach, Washington, 2015. Public Participation Plan: Long Beach Comprehensive Plan Update. November.

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# Acronyms and Abbreviations

The first appearance in the text of each of the following acronyms and abbreviations is marked with the ¶ symbol.

**Commerce:** (Washington State) Department of Commerce.

**GMA:** (Washington State) Growth Management Act

**Plan:** (Long Beach) Comprehensive Plan

**RCW:** Revised Code of Washington

**WAC:** Washington Administrative Code

## Glossary

The first appearance in the text of each of the following words or phrases is marked with the ¶ symbol.

**COMPREHENSIVE PLAN:** The guiding legal planning document for the City, containing a community-derived vision statement as well as goals and implementing strategies/policies intended to implement the community vision.

**STAKEHOLDER:** A party or entity (person, organization, group, etc.) who has an interest in the Comprehensive Plan update.

**VISION STATEMENT:** A statement based on community input that describes an idealized future Long Beach.



# Introduction

The City of Long Beach is updating its Comprehensive Plan (Plan) <sup>†</sup> with project funding from the Washington State Department of Commerce (Commerce) <sup>†</sup>. Comprehensive Plans must be updated in accordance with the State Growth Management Act (GMA) <sup>†</sup>, Revised Code of Washington [RCW] <sup>†</sup> 36.70A) and GMA Procedural Guidelines (Washington Administrative Code [WAC] <sup>†</sup> 365-196). The City of Long Beach adopted its current Comprehensive Plan in 2008 via Ordinance No. 838. The City is required to complete its update in 2018, consistent with the terms of a GMA Grant Agreement between the City and Commerce.

The current update is intended to be a public process that reevaluates and restates the citizenry's vision of a future Long Beach, and to identify and clearly state goals and implementing strategies/policies that would effectively implement the vision.

Public participation must recognize that planning does not occur in a vacuum, and the agreed-upon vision and resulting plan must be clear, achievable, and also be consistent with Pacific County and Washington State goals and policies.



## Objectives and Methods

### Objectives of this Plan

The objectives of this Public Participation Plan are to:

- Identify methods to inform the community about the Comprehensive Plan update scope, purpose, process, and progress as early as possible and throughout the update.
- Identify methods to engage stakeholders <sup>†</sup> to ensure that all interested and responsible parties who want to be involved in the update are involved.
- Lay out a process whereby elected officials, the Planning Commission, and staff understand community and stakeholder concerns and incorporate community input into Comprehensive Plan products and decision-making in a meaningful manner.
- Identify a process whereby Long Beach works as a community to create and to timely adopt a high-quality Comprehensive Plan update that meets State guidelines, effectively manages our city, reflects community values, and gains informed consent of the majority of stakeholders.



## Methods of Achieving Plan Objectives

Methods to achieve Plan objectives include the following, which taken in total comprise the Public Participation Program for the Comprehensive Plan update:

- Dedicate a portion of the City’s website to sharing current and relevant information about the Comprehensive Plan update between the citizenry and the City.
- Provide updates primarily via the website, meetings, and newspaper articles.
- Publish announcements in the Chinook Observer regarding public meetings, hearings, and other opportunities for face-to-face public participation in the Comprehensive Plan update process.
- Conduct public workshops, meetings, and hearings to obtain community input and to update the public at important junctures of the Comprehensive Plan update process.
- Utilize the Planning Commission to seek input from the community and relay that input to Comprehensive Plan developers to ensure the Comprehensive Plan update meets all State criteria, reflects community values, and can effectively and fairly direct the City’s future.



## Comprehensive Plan Update Messaging

The following messages will be promoted throughout the Comprehensive Plan update process.

**Purpose and Benefits of the Comprehensive Plan:** The purpose of the Comprehensive Plan is to identify a vision and a pathway to accomplishing that vision. It identifies opportunities for resource preservation/restoration as well as development; it describes a preferred urban form and land uses to achieve that form; it also addresses housing, parks, open space, and recreation, mobility, capital facilities, utilities, and economic development. The main benefit of the Comprehensive Plan is that it is a methodical means to identifying a preferred future and also laying out a realistic plan to achieve it. .

**Balanced Plan:** The Comprehensive Plan balances land utilization and resource protection.

**Required by State Laws and Rules:** The Comprehensive Plan is required by the GMA (RCW 36.70A) and is subject to Commerce Comprehensive Plan Procedural Guidelines (WAC 365-196).

**State and Local Partnership:** The Comprehensive Plan update is a partnership between local government and Commerce. The Plan must be developed by Long Beach with the guidance of Commerce.

**Local Vision:** State law dictates what topics are addressed in the Comprehensive Plan. However, latitude exists that allows the City to craft a plan incorporating a local community vision.

**Comprehensive Plan and Development Regulations:** The Comprehensive Plan must be consistent with the Long Beach Shoreline Master Program (SMP) and the City's land use and building regulations. Locally-determined land uses, the SMP, and critical area regulations will be factored into the Plan.

**Public Participation is a State Requirement:** Public participation is a state requirement and key component of the Comprehensive Plan update (RCW 36.70A.140 and 36.70A.020(11); WAC 365-196-600). The Comprehensive Plan will incorporate community input and reflect a local vision.

**Easy and Convenient Access to Information:** The free flow of current, relevant information is essential to the Comprehensive Plan update process. The City will ensure information is easy to obtain, useful, timely, and pertinent.



## Public Participation Guiding Principles

The following beliefs and guiding principles for public participation will be upheld throughout the Comprehensive Plan update process:

1. Those affected by a decision have a right to be involved in the decision-making process.
2. The public's contribution will influence the decision.
3. Recognize and communicate the needs and interests of all participants.
4. Seek out and facilitate involvement of those potentially affected by or interested in the Comprehensive Plan update.
5. Seek input from participants in designing how they participate (and revise this Public Participation Plan accordingly).
6. Provide participants with information they need to participate in a meaningful way.
7. Communicate to participants how their input affects the Comprehensive Plan update.

8. Be consistent with the SMP, land use and building regulations, the GMA, and the expectations of stakeholders for transparent, open, and responsive government.
9. Clearly communicate the scope, objectives, and progress of the public process.
10. Define and effectively communicate the roles and interests of all participants.
11. Recognize and overcome barriers: physical, communication, economic, language, ethnic, and social.
12. Deal openly with differing levels of knowledge and conflict in order to maximize public input.
13. Work to ensure input is representative and inclusive.
14. Foster creativity and encourage civility and mutual respect among all parties.
15. Keep written communication clear, concise, objective, and free of technical jargon.
16. Address the following in written materials:
  - a. Scientific information upon which proposals rely, relevant existing policies and procedures, history of the issues, past City initiatives, and new requirements.
  - b. Basics of the process, e.g., schedule, decision milestones, progress, and opportunities for involvement.
17. Use the local newspaper and the City website to provide information to the public at large.
18. Distribute information/feedback regularly to stakeholders and at intervals to interested and affected parties.



## Public Participation Plan Format

To meet Plan objectives and ensure Comprehensive Plan update messages are consistently promoted, the remainder of this document addresses the following:

1. Stakeholders
2. Outreach activities
3. Roles and responsibilities





# Stakeholders

This Public Participation Plan is intended to reach all stakeholders that may have an interest in the Comprehensive Plan update process. It is also intended to reach out to other groups and individuals—those that may not yet have an interest or be compelled to participate—to encourage their awareness, understanding, and involvement in the process.

## Stakeholder Categories

The following types of stakeholders are likely to be important to the Comprehensive Plan update process:

**Citizens:** Interested citizens across the community; property owners.

**General Business:** Business owners; merchant association.

**Environmental Interests:** Organizations or individuals with expertise and/or interest in environmental issues.

**First Nations Peoples:** Regional tribes or nations.

**Local/Regional Government:** Agencies, decision-makers, and staff with expertise in local issues, the environment, economic development, land use, and other Comprehensive Plan topics.

**Infrastructure:** Power and telecommunications providers; water, sewer, and drainage providers.

**Media:** Local news outlets.

Outreach activities should be focused on keeping these groups engaged and up-to-date on Comprehensive Plan update progress, issues, meetings, and key decisions. Public participation activities are designed to provide “windows into work” at strategic junctures and to prevent last minute surprises or perceptions from these groups that they have not been adequately informed or worse yet, have been discouraged from participating in the process. Below is a list of specific stakeholders identified to date who are important to engage in the Long Beach Comprehensive Plan update process.



# Outreach Activities

Outreach activities will occur throughout the Comprehensive Plan update process and will generally include the following types of activities:

- Development of outreach materials
- Distribute outreach materials to inform and educate about, and to invite greater participation in an upcoming workshop or event
- Media relations
- Regularly-scheduled meetings (Council, Planning Commission)
- Public open houses/workshops

Outreach and other materials will be made available on the City website and at City Hall.

## Outreach Tools

### Stakeholder Database

City staff will develop and maintain a database of stakeholders, community members, and organizations interested in receiving Comprehensive Plan update announcements. Notice will be provided by email and via the City website. The City will update the database with information after each public outreach activity to identify individuals and organizations that attended the activity, to describe information resulting from the activity, and to inventory and respond to project comments.

### Stakeholder and Interested Parties Outreach

Prior to each key Planning Commission or City Council meeting, or each public workshop/meeting, the City will notify stakeholders, community members, and organizations through one or more of the following means, in compliance with RCW 36.70A.035:

- Website posting
- Email to stakeholders and identified interested parties
- Flyers posted at City Hall, the Post Office, and Long Beach Police station
- Newspaper notice

Notice of all public hearings and special public meetings regarding the Comprehensive Plan update will be published in the local newspaper of record, the Chinook Observer. Legal notice of public hearings will be published not less than 14 nor more than 30 calendar days prior to the date of the hearing or special meeting. The notice will include the date, time, location, and

purpose of the hearing or meeting, as well as information relevant to those persons with disabilities.

### Website

Stakeholders and interested community members will have access to project updates, reports, meeting notices, and agendas at the City's website ([www.longbeachwa.gov](http://www.longbeachwa.gov)).

### Media Relations

The City will provide the Comprehensive Plan update schedule, meeting invitations, and flyers to local media, and will engage with them to create interest in the update process.

### Public Record

Copies of the Public Participation Plan, Comprehensive Plan products, decision documents, staff reports, and other project-related information will be made available locally for public review at City offices and on the web site. Planning Commission minutes are available for public review at Long Beach City Hall.



## Roles and Responsibilities

The roles and responsibilities of key players are briefly described below.

### The City

- Review all Comprehensive Plan update materials, print, and publish/distribute
- Coordinate logistics for Comprehensive Plan update public meetings and hearings
- Establish and work closely with a Stakeholder Committee; listen fully to and understand its advice and recommendations
- Make meeting notifications; produce/print meeting packets
- Prepare Comprehensive Plan update products and provide technical assistance
- Plan, attend, and help facilitate visioning events
- Work with the Stakeholder Committee and Long Beach citizenry to articulate a vision statement<sup>†</sup>

- Ensure the Comprehensive Plan update balances preservation/restoration with development and implements the vision statement
- Adopt a fair and effective Comprehensive Plan in a timely manner
- Ensure the Comprehensive Plan conforms to requirements of the GMA and its Guidelines, and the Commerce/City GMA Grant Agreement

## The Community

- Recognize the input of the community is essential to an optimal outcome
- Keep an open mind and work with neighbors, staff, and decision-makers to achieve majority consensus on issues
- Stay informed regarding update information
- Attend relevant public meetings and hearings
- Provide input to the Comprehensive Plan update process and to developing products
- Review and comment on developing and final products



## References

During preparation of this plan, the following document was reviewed. In some cases concepts or even text from these plans were used.

City of Anacortes, N.D. *Shoreline Master Program Public Participation Plan*.

City of Sedro-Wolley, 2011. *City of Sedro-Woolley Shoreline Master Program Update: Public Participation Plan*. July. City of Sedro-Woolley. Grant No. G1100233.

ICF Jones & Stokes, 2009. *Public Involvement Plan: North Bend Shoreline Master Program Update*. October. (ICF J&S 00780.09.) Seattle, WA. Prepared for City of North Bend.

J.W. Slocomb, N.D. *Public Participation Plan for Town of Friday Harbor Shoreline Master Program Update 2011-2013*. Prepared for the Town of Friday Harbor.

City of Spokane Valley, 2003. *Comprehensive Plan Public Participation Program*. August.





TAB - C







**CITY COUNCIL  
AGENDA BILL  
AB 15-68**

**Meeting Date: December 21, 2015**

**AGENDA ITEM INFORMATION**

<b>SUBJECT: Contract for A&amp;E Services, Project Safe Haven</b>	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	
	City Attorney	
	City Clerk/Treasurer	
	City Engineer	
	Community Development Director	GB
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
	Water/Wastewater Supervisor	
<b>COST:</b>	Other:	

**SUMMARY STATEMENT:** The City Attorney has drafted a new professional services contract, vetted by the Administrator, the Community Development Director, and the Council. Staff has negotiated a scope of work, budget, and schedule for Phase 1 of the work (through final design + permitting + outreach); this scope was vetted, revised, and vetted again by the Community Development Director and the City Engineer. Staff has combined these efforts into a single A&E Agreement. This has taken several months, and this takes a toll on the project schedule.

**RECOMMENDED ACTION:** *Authorize the Mayor to execute the contract with PND Engineering to initiate work on the Safe Haven Project.*

## **AGREEMENT FOR PROFESSIONAL SERVICES**

**between**

**THE CITY OF LONG BEACH**

**and**

**PND ENGINEERS, INC.**

The Agreement is made by and between the City of Long Beach, a code city of the State of Washington ("City"), and PND Engineers, Inc. ("Consultant"), jointly referred to as "Parties."

In consideration of the terms and conditions contained herein or attached, incorporated, and made a part hereof, the Parties agree as follows:

### **I. General Description of Scope of Work**

The work under this Agreement shall consist of the services, scope of work, and projected level of effort described in **Attachment A**, which is by this reference made a part of this Agreement, and necessary to accomplish the completed work for this project.

The Consultant shall provide all services, labor, material, and related equipment necessary to conduct and complete the services as designated elsewhere in this Agreement.

### **II. Time for Beginning and Completion**

This Agreement shall be in full force and effect upon execution and shall remain in effect until completion of all contractual requirements have been met as determined by the City.

The Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant shall begin work upon receipt of notice from City to do so. Consultant shall complete all work under this Agreement in accordance with the schedule in **Attachment B**, unless the time for performance is extended in writing by the Parties.

### **III. Termination of Agreement**

A. The City reserves the right to terminate this Agreement at any time with or without cause upon ten (10) business days' written notice to the Consultant, unless a different time period for notice applies under the terms of this Agreement.

1. In the event of a termination for breach of this Agreement or default, the amount to be paid to the Consultant shall be determined by the City with consideration given to the actual costs incurred by the Consultant in performing services to the date of termination, the amount of services originally required that was satisfactorily completed to date of termination, whether that service is in a form or a type that is usable to the City at the time of termination, the cost to the City of employing another firm to complete the services required and the time that may be required to

do so, and other factors that affect the value to the City of the services performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount that would have been made using the formula set forth in paragraph A(4) of this section.

2. Payment for any part of the Services by the City shall not constitute a waiver by the City of any remedies of any type it may have against the Consultant for any breach of this Agreement by the Consultant, or for failure of the Consultant to perform services required of it by the City.
  3. If it is determined for any reason that the Consultant was not in breach or default or that the Consultant's failure to perform is without fault or negligence of the Consultant or its employees, the termination shall be deemed to be a termination for the convenience of the City. In such an event, the Consultant would be reimbursed in accordance with the termination for other than default clauses listed in paragraph A(4) of this section.
  4. In the event this Agreement is terminated by the City for reasons other than for breach or default on the part of the Consultant, a final payment shall be made to the Consultant for actual costs incurred at the time of termination of this Agreement. No payment shall be made for any services completed after ten (10) business days following receipt by the Consultant of the notice to terminate. If the accumulated payment made to the Consultant prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in this paragraph, then no final payment shall be due and the Consultant shall immediately reimburse the City for any excess paid.
- B. The Consultant shall, within fifteen (15) business days, notify the City in writing, in the event of a change of any of the Consultant's supervisory and/or other key personnel assigned to the project, including the Principal-in-Charge, Project Manager, or Task Leader, or disaffiliation of any principally involved Consultant employee. The Consultant shall continue to be obligated to complete the services under the terms of this Agreement unless the City chooses to terminate this Agreement for convenience or chooses to renegotiate any term(s). If termination for convenience occurs, final payment will be made to the Consultant as set forth in Section III. A of this Agreement.
- C. The Consultant may terminate this Agreement for default after providing the City with at least ten (10) business days' prior written notice and an opportunity to cure the default, with said cure period not to exceed ten (10) business days commencing from the City's receipt of written notice hereunder.

#### **IV. Changes, Modifications, and Extra Work**

- A. *Changes.* The Consultant shall make such changes and revisions in the completed work of this Agreement, including services and documents, as necessary to correct errors appearing therein, without additional compensation thereof except to the extent the error is attributable only to deficiencies in City-furnished information.
- B. *Modifications.* The City may at any time, by written order, make revisions or adjustments within the general scope of this Agreement in the services to be performed. The Consultant will accept modifications when ordered in writing by the City. And compensation for these modifications will be paid for as herein provided or as otherwise mutually agreed by the Parties in writing:
1. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the services under this Agreement, whether or not changed by the order, or otherwise affects any other terms and conditions of this Agreement, the City shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this Agreement accordingly.
  2. The Consultant must submit any "request for equitable adjustment," hereafter referred to as "Claim," under this clause within thirty (30) calendar days from the date of receipt of the written order. However, if the City decides that the facts justify it, the City may receive and act upon a Claim submitted before final payment of this Agreement.
  3. The compensation for the modifications or extra work, whether a decrease or increase, shall be on the same terms and conditions as stated previously in this Agreement, or pursuant to terms and conditions mutually agreed to by the Parties.
  4. Failure to agree to any adjustment shall be a dispute under this Agreement. However, nothing in this clause shall excuse the Consultant from proceeding with the Agreement as changed.
  5. Notwithstanding the terms and conditions of paragraphs (B)(1) and (B)(2) above, the maximum amount payable for this Agreement shall not be increased or considered to be increased except by specific written supplement to this Agreement.
- C. *Extra Work.* Should the City find it desirable for its own purposes to have previously satisfactorily completed services or parts thereof changed or revised, the Consultant shall make such revisions as directed by the City. This work will be considered extra work and will be paid for as provided in paragraph (B) of this section.

## V. Payment Provisions

The Consultant shall be paid by the City as provided herein for completed services rendered under this Agreement. Such payment shall be full compensation for services performed or rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the services required by this Agreement. The Consultant shall not perform any extra, further, or additional services for which it will request additional compensation from the City without prior written agreement for such services and payment thereof.

- A. *Manner of Compensation.* City shall pay Consultant for the services as indicated below (check one):

Fixed fee, including all services, costs, and taxes, in the amount of  
\$ \_\_\_\_\_ ; or

✓ Time and materials based on the rates described in **Attachment C**,  
not to exceed \$ \_\_\_\_\_ ; or

Other, an amount not to exceed \$ \_\_\_\_\_ ,  
as described in Attachment C.

The maximum total amount payable by the City to the Consultant under this Agreement shall not exceed the amount stated in this Agreement. The maximum amount does not include payment for modifications or extra work. No minimum amount payable is guaranteed under this Agreement.

- B. *Escalation.* When the manner of compensation includes a billing rate, the Consultant shall bill at the rates stated in Attachment C, unless those rates are updated according to this subsection. At the beginning of the calendar year, and no later than January 15 of that calendar year, the Consultant may submit an updated rate sheet to the City. The updated rates may be escalated a maximum of four percent (4%) over the previous year's rate. Such escalation shall change neither the total agreed-upon compensation for any specific task, if any task-specific amounts are listed in Attachment C, nor the maximum amount authorized for the entire project, as stated in Section V(A) and Attachment C.
- C. *Monthly Invoice.* The Consultant shall submit a detailed monthly invoice for all services and costs. Such billings shall be in a format approved by the City, which format shall include, at a minimum, the total authorized contract amount, all charges and costs to date, and the current billing amount. Such invoices shall be accompanied by the relevant monthly progress report.
- D. *Monthly Progress Payment.* Where the manner of compensation requires monthly progress payments, the Consultant may request reimbursement of actual costs or payment of a

calculated fee on a monthly basis during the progress of the work. Such requests shall be made in the monthly invoice. The City shall pay such invoices within thirty (30) calendar days of receipt, except as to any disputed amounts.

- E. *Final Payment*: Final Payment of any balance due the Consultant will be made promptly upon its verification by the City after the completion of the work under this Agreement, contingent, if applicable, upon receipt of all plans, specifications, estimates, maps, notes, reports, electronic data, and other related documents that are required to be furnished under this Agreement. Acceptance of such Final Payment by the Consultant shall constitute a release of all claims for payment that the Consultant may have against the City unless such claims are specifically reserved in writing and transmitted to the City by the Consultant prior to its acceptance of Final Payment. Said Final Payment shall not, however, be a bar to any claims that the City may have against the Consultant or to any remedies the City may pursue with respect to such claims.

The payment of any invoice will not constitute agreement as to the appropriateness of any item. At the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Consultant, the Consultant will refund such overpayment to the City within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the Consultant for any claims relating to the validity of a finding by the City of overpayment. The Consultant shall have twenty (20) business days after receipt of the final post audit to begin the appeal process to the City for audit findings.

## **VI. Progress Reports**

The Consultant shall submit a monthly progress report that describes in written and graphical form the various phases and the order of performance of the services in sufficient detail so that the progress of the services can easily be evaluated. At a minimum, each monthly progress report shall provide a summary of (1) work accomplished, listed by task; (2) work expected to be accomplished in the next billing cycle; and (3) any impediments to work that could affect either the budget or the schedule. Such progress reports shall be in a format approved by the City and shall accompany the relevant monthly invoice.

## **VII. Coordination and Meetings**

All aspects of coordination of the work of this Agreement with outside agencies, groups, or individuals shall receive advance approval by the City. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the City.

The Consultant shall attend coordination, progress, and presentation meetings with the City and/or such city, county, state, federal, or community officials, groups, or individuals as may be requested by the City. The City will provide the Consultant a minimum of two (2) business days' notice prior to meetings requiring Consultant participation.

## **VIII. Legal Relationship**

The Consultant's relation to the City shall be at all times as an independent contractor. The Consultant is not an employee or agent of the City. The right to control the particular manner, method, and means in which the services are performed is solely within the discretion of the Consultant.

Any and all employees of the Consultant or other persons while engaged in the performance of any work or services required of the Consultant under this Agreement shall be considered employees of the Consultant only and not of the City. Any and all claims that may arise under any Workers' Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the Consultant's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the Consultant.

The Consultant warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warrant, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from this Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Unless otherwise specified in this Agreement, the City shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of an acceptable supplemental Agreement, the Consultant shall provide assistance to the City during contract administration. By providing such assistance, the Consultant shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

## **IX. Sub-Contracting**

Consultant shall not subcontract or assign any portion of the services covered by this Agreement without prior written approval of the City. Execution of this contract by the City shall be written approval of the subconsultants who are identified in the attachments to this Agreement.

## **X. Indemnification/Hold Harmless**

Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, penalties, or suits, including attorney fees, arising out of or resulting from the acts, errors, or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Agreement.

## **XI. Insurance**

### *A. Insurance Term*

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

### *B. No Limitation*

The Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

### *C. Minimum Scope of Insurance*

Consultant shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.



#### *D. Minimum Amounts of Insurance*

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

#### *E. Other Insurance Provision*

The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

#### *F. Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

#### *G. Verification of Coverage*

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

#### *H. Notice of Cancellation*

The Consultant shall provide the City with written notice of any policy cancellation within two (2) business days of the Consultant's receipt of such notice.

#### *I. Failure to Maintain Insurance*

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Consultant to correct the default, immediately terminate this Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

#### *J. Full Availability of Consultant Limits*

If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

#### **XII. Endorsement of Plans**

If applicable, the Consultant shall place his/her/their endorsement on all plans, estimates, or any other engineering data furnished by the Consultant.

#### **XIII. Federal Review**

If the services performed under this agreement are paid, in whole or in part, with federal funding, the applicable federal agency or agencies shall have the right to participate in the review or examination of the services in progress.

#### **XIV. Documents and Record Keeping**

- A. *Information Furnished to Consultant.* All reports, plans, specifications, estimates, and other data furnished to the Consultant by the City shall be returned to the City upon request or at the completion of the contract.
- B. *Ownership.* With the exception of Consultant's pre-existing and patented intellectual property, as set forth in Article XIV Paragraph C below, and any improvements thereto, all other records, files, designs, drawings, specifications, data, information, materials, reports, memoranda, documents, and other work products, including all electronic stored information ("ESI"), produced or prepared by the Consultant and necessary for delivery of the services rendered under this Agreement ("Documents") shall be the property of the City. Upon request, the Consultant shall provide Documents to the City in hard copy and in a digital format that is compatible with the City's computer software programs. Reuse by the City or by others acting through or on behalf of the City of any Documents for purposes other than those intended in this Agreement without written permission of Consultant shall be without liability or legal exposure to the Consultant.
- C. City acknowledges and agrees that Consultant owns and will continue to own all right, title, and interest in and to any inventions, however embodied, patents (including without limitation U.S. Patent Nos. 6,715,964, 7,018,141, and 7,488,140), know how, works in any media, software, information, trade secrets, materials, and other property or proprietary interest that Consultant owned prior to this Agreement or that Consultant created or acquired independently of its obligations pursuant to this Agreement, including all improvements and derivatives thereto (collectively, "Consultant's IP Rights"). Except as expressly set forth in this Agreement, City shall have no right, license, title, or interest to Consultant's IP Rights or any improvements or derivatives thereto.

D. *Records Maintenance*. During the progress of the work and services provided hereunder and for a period of not less than six (6) years from the date of final payment to the Consultant, the Consultant shall keep, retain, and maintain all Records, defined below, pertaining to the work and services provided pursuant to this Agreement. Copies of all Records pertaining to the work and services provided hereunder shall be made available for review at the Consultant's place of business during normal working hours. If any litigation, claim, or audit is commenced, the Consultant shall cooperate with City and assist in the production of any Records. Records shall be retained until all litigation, claims, or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

1. For purposes of subsection, "Records" means every writing or record of every type and description, including ESI, that is in the possession, control, or custody of the Consultant, including, without limitation, any and all correspondences, contracts, agreement, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the Consultant, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.
2. "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the Consultant may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that Consultant uses in the performance of its work or services hereunder, including any personal devices used by the Consultant or any sub-consultant at home.

E. *Cost Records*: The Consultant shall keep available for inspection by representatives of the City and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this Agreement and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this Agreement is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until

such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this Agreement.

#### **XV. Applicable Laws and Standards**

The Consultant and the City shall comply with all federal, state, and local laws, codes, regulations, rules, and policies applicable to the work to be performed under this Agreement. This Agreement shall be interpreted and construed in accordance with the laws of the State of Washington.

The Consultant warrants that its designs, construction documents, and services shall conform to all applicable federal, state, and local laws and regulations. Consultant shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the City shall not be responsible for discovering deficiencies therein.

The Consultant shall exercise the degree of skill and diligence normally employed by professional consultants engaged in the same profession and performing the same or similar services at the time such services are performed.

#### **XVI. Nondiscrimination**

During the performance of this Agreement, the Consultant, for itself, its assignees, sub-consultants, subcontractors, and successors in interest, agrees to comply with all federal, state, and local laws and regulations prohibiting discrimination against any individual on account of any protected characteristic, including age, gender, disability, sexual orientation, national origin, race, creed, or color.

#### **XVII. Waiver**

Failure of either Party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other Part of an provision hereof shall in no way be construed to be a waiver of such provisions nor shall it affect the validity of this Agreement or any party thereof. Forbearance of any rights under the Agreement will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the Parties.

#### **XVIII. Disputes and Litigation**

In the event a dispute arises out of or in relation to this Agreement, the Parties shall attempt in good faith to resolve the dispute promptly by negotiation, with or without the assistant of a professional mediator. Any party may give the other party written notice of any dispute not resolved in the normal course of business. The Parties must engage in such negotiation prior to the initiation of any legal action or proceeding. The Parties agree to share equally in the costs of the negotiation. All negotiations pursuant to this clause are confidential and shall be treated as settlement negotiations for purposes of applicable rules of evidence.

In the event that either party deems it necessary to institute legal action or proceeding to enforce any right or obligation under this Agreement, this action shall be initiated in the Superior Court of

the State of Washington in Pacific County. The Parties hereto agree that all questions shall be resolved by application of Washington law and that the Parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The Consultant hereby consents to the personal jurisdiction of the Superior Court of the State of Washington in Pacific County.

The prevailing party in any litigation or arbitration arising out of this Agreement shall be entitled to its reasonable attorney fees and costs of such litigation (including expert witness fees).

#### **XIX. Notice**

Any and all notices or requests required under this Agreement shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

##### **If to City:**

Gayle Borchard  
City of Long Beach  
Address:  
P.O. Box 310  
Long Beach, WA 98631  
Phone: (360) 642-4421  
Fax: (360) 642-8841  
Email: planner@longbeachwa.gov

##### **If to Consultant:**

Rian Johnson  
PND Engineers, Inc.  
Address:  
1736 Fourth Avenue S, Suite A  
Seattle, Washington, 98134  
Phone: (206) 624-1387  
Fax: (206) 624-1388  
Email: RJohnson@pndengineers.com

#### **XX. Certification of the Consultant**

- A. By executing this agreement, the Consultant certifies to the best of its knowledge and belief that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  2. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and

4. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state and local) terminated for cause or default.

#### **XXI. Ratification and Acceptance**

The City has relied upon the qualifications of the Consultant in entering into this Agreement. The Consultant represents that it possesses the ability, skill, and resources necessary to perform the work and is familiar with all applicable current laws, rules, and regulations that reasonably relate to the services provided under this Agreement.

The Consultant does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting material submitted by the Consultant, and does hereby accept this Agreement and agrees to all of the terms and conditions thereof.

#### **XXII. Complete Agreement**

This document and referenced attachments, including **Attachment D**, the Agreement between the Washington State Military Department, Emergency Management Division and the City of Long Beach, Washington, contain all covenants, stipulations, and provisions agreed upon by the Parties, and they constitute the entire and complete agreement between the Parties. This Agreement supersedes any prior oral or written agreements. No agent or representative of either party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise, or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the Parties as a supplement to this Agreement.

#### **XXIII. Severability**

If any section, sentence, clause, or phrase of this Agreement is held to be invalid for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of any other section, sentence, clause, or phrase of this Agreement.

In witness whereof, the Parties hereto have executed this Agreement as of December 21, 2015.

**CITY OF LONG BEACH**

**PND ENGINEERS, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

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**AGREEMENT FOR PROFESSIONAL SERVICES**  
**between THE CITY OF LONG BEACH and PND ENGINEERS, INC.**

**SAFE HAVEN TSUNAMI VERTICAL EVACUATION PROJECT**

**ATTACHMENT A**

**Scope of Work**

## **ATTACHMENT A: SCOPE OF WORK**

### **CITY OF LONG BEACH TSUNAMI SAFE HAVEN VERTICAL EVACUATION BERM SITE INVESTIGATION AND DESIGN**

**December 15, 2015**

#### **INTRODUCTION**

The City of Long Beach (the City) is sited on a low-lying portion of the Long Beach Peninsula in Southwest Washington. The City and the outlying peninsula are at risk for inundation by a tsunami event triggered by either a near-field or far-field seismic event in the Pacific Ocean. Following years of study, concept development, siting, and sizing of vertical evacuation structures, the City has received Washington State Emergency Management Division (EMD) grant funding for site acquisition, permitting, 30% engineering and design for a vertical evacuation “Safe Haven” berm to provide an artificial high ground point for residents of and visitors to the City.

PND has developed this scoping document to summarize the tasks associated developing the basis of design, completing site investigation, and advancing the design to construction bid-ready documents. The tasks are discretely separated into 30%, 75%, and 100% design segments. These tasks include all required field investigations, site studies, agency coordination, cost estimates, design criteria development, permitting, and engineering and architectural design to complete the design. The intent of the document is to outline and detail the various tasks as a next step to coordinate scope with the City and Washington State EMD. Based on initial feedback from the City, PND has excluded additional hydraulic modeling from this scope with the understanding that modeling, sufficient for basis of design has been provided by EMD. The scope includes the cost for additional modeling as an additive alternate task should these tasks be deemed necessary by the City or grant providers at a later date.

This scoping document has been developed with the understanding that the project will be sited on the current playfield near the intersection of Washington Avenue South and Fifth Avenue South, east of Long Beach Elementary School. Based on the current request for proposal (RFP) requirements, the vertical evacuation berm structure will be sized to accommodate 850 people for a minimum of 12 hours following the inundation for the first tsunami wave. The vertical evacuation berm will be approximately 32 feet above the existing ground line elevation.



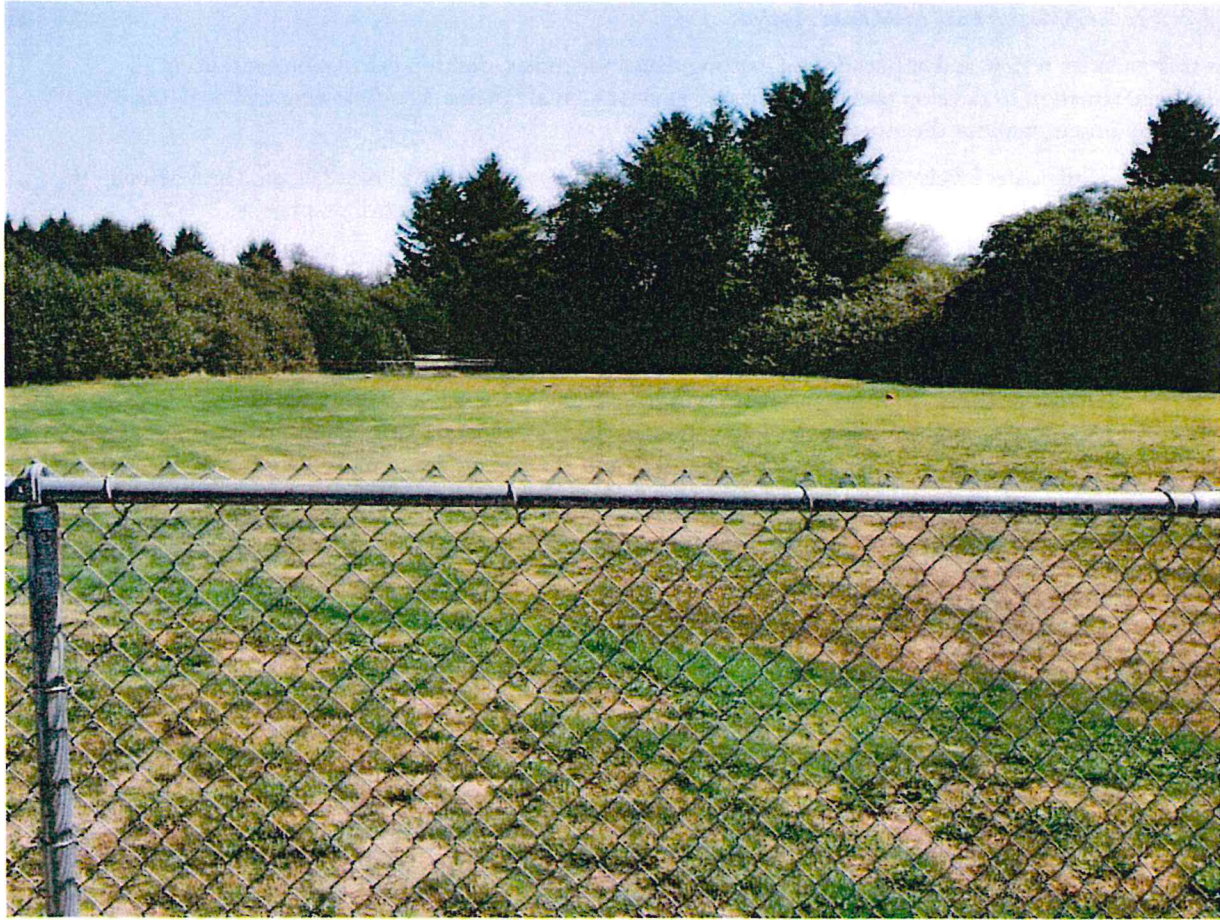


Figure 1. Tsunami “Safe Haven” Berm Site Adjacent to Long Beach Elementary School

### **(A) SCOPE OF SERVICES:**

Included in this scope of work are the assumptions, exclusions, anticipated schedule, and fee summary associated with each phase of work.

The City has developed initial concepts based on the Safe Haven Project Concept study and public outreach. Initial concepts included a rough-order-of-magnitude (ROM) cost estimate. An initial JARPA application has been filed on behalf of the project based on preliminary design concepts by Ecological Land Services. The final JARPA permit will need to be updated by the project team to match the final concept selected for the site.

### **Phase 1-1: Site Investigation, Permitting, and 30% Design**

This phase involves the initial project information gathering and processing as well as agency coordination for design criteria and permitting.

#### Task 1-1.1: Basis of Design Criteria

##### *1-1.1.1 Information Gathering and Project Kick-off*

The project will begin with a kick-off meeting. Existing information, reports and data will be collected. General design criteria will be developed in collaboration with the City of Long Beach, FEMA, and the Washington Military Department’s Emergency Management Division (EMD). For example, the design criteria will include providing a refuge for 850 residents for a tsunami event with a return period of 2,500 years.

### 1-1.1.2 Coastal Assessment and Met-Ocean Analysis

This task includes review and application of existing data and studies, desktop calculations and using all available information to develop preliminary design environmental criteria. The following will be defined for existing conditions, without the structure:

- Still water levels (tide, storm surge/set-down, long term sea level rise/fall, etc.) and defining the water levels relative to the project vertical datum and survey control points.
- Ground subsidence during the return period earthquake event due to plate/earth crust movement, and possibly liquefaction (done in collaboration with geologist/geotechnical as a separate task).
- Tsunami wave run-up analysis, including water depth and speed of flow at the existing site, and how both vary over time. The shape of the advancing water front will be assessed, including whether a bore/breaking wave with associated impact and shock loads could occur, or whether the incoming tsunami water level increases more gradually.
- Energy grade line analysis in conformance with upcoming ASCE 07-16 chapter 6 requirements include a 2-D analysis and confirmation of April 2013 site specific numerical modeling report.

The environmental criteria will be used in later phases of the project to calculate the following:

- Wave run-up and overtopping analysis on the structure;
- Debris impact loads; and
- Near-bed flow velocity and scour potential.

### 1-1.1.3 Loading and Load Combination Design Criteria

Review FEMA 646 and committee-level draft of ASCE 07-16 Chapter 6, to draft tsunami loading, load combination, and berm configuration requirements.

### 1-1.1.4 Basis of Design Report

Develop an initial basis of design report to be submitted to the City and the reviewing agencies for confirmation of criteria. The basis of design will be a formal document which outlines the vertical evacuation safe haven berm design requirements including required factors of safety, basis for berm size and elevation, and analytical methods for determining the final design elements. The basis of design report will be the first deliverable to be submitted by PND to the City.

### 1-1.1.5 Agency Coordination

PND will partner with the City to coordinate directly with State agencies in confirming the design criteria for the vertical evacuation berm. PND will attend one coordination meeting with State officials in the Olympia/Fort Lewis area. PND will develop the meeting agenda and distribute meeting minutes following the meetings. The goal of the meetings will be to reach concurrence on design criteria for the berm.

**Deliverables:** The basis of design criteria will be documented in a Basis of Design report which will be submitted to the City for approval by the Owner and EMD.

### Task 1-1.2: Geotechnical Site Investigation

During this stage the team will mobilize crews to the site for three (3) separate investigations: geotechnical exploration, site survey, and archeological survey. The sequence of site investigations will be subject to the availability of the investigating teams.

Hart Crowser will conduct a reconnaissance to get familiarized with the site. Relevant features will be noted and the exploration locations marked for the utility locators. Hart Crowser will notify "One-Call" service for

public utility locates and retain a utility locating service to check the specific proposed exploration locations for private utilities.

Hart Crowser proposes to conduct cone penetration testing (CPT) and geophysical testing during one (1) mobilization approximately one (1) week prior to completion of the drilled borings. If initial analyses of the collected CPT and geophysical data indicate that bedrock was not encountered or identified, then a 100-foot boring will be deepened to up to 250 feet or until bedrock is encountered, whichever comes first. Then a 2.5-inch-diameter casing will be installed in the boring and down-hole shear wave velocity testing will be conducted in that deep borehole.

#### 1-1.2.1 CPT Probes

Two CPT probes advanced to depths up to 200 feet or refusal, whichever comes first.

- If refusal to probe advancement occurs above 75 feet in either probe, then additional probes will be advanced for a total probe footage of up to 300 feet.
- Shear wave velocity measurements will be collected in all probes at 3-foot increments.
- Pore pressure dissipation testing will be collected in one (1) probe at approximately 10-foot intervals and at select layers of fine-grained soil, if encountered.

#### 1-1.2.2 Geophysical Testing

Conduct seismic testing to evaluate soil shear wave velocity and stratigraphy.

- Conduct spectral analysis of surface waves (SASW) and/or refraction microtremor (ReMi) testing at one location to develop a deep 1-D shear wave velocity profile.
- Conduct multi-channel analysis of surface waves (MASW) testing over an approximately 500-foot-long alignment to develop a shallow (approximately 50 feet) 2-D soil stratigraphy profile.
- If the 1-D testing does not identify bedrock shear wave velocity then supplemental down-hole seismic refraction testing will be completed in a borehole that extends to bedrock or up to 250 feet, whichever comes first.

#### 1-1.2.3 Borings

One boring advanced to a depth up to 100 feet and a second advanced up to 75 feet.

- If all CPT probes are prematurely terminated above 75 feet, then an additional 100-foot-deep boring may be advanced.
- Hart Crowser staff will observe the borings, log the subsurface conditions, collect representative soil samples at 5-foot intervals, and transport the samples to the laboratory for further visual examination and testing.
- The boreholes will be backfilled in accordance with Department of Ecology regulations. Excess spoils from the boreholes will be collected and spread out in an area designated by the City/School. (Alternatively, for an additional cost as noted below, the spoils can be collected in 55-gallon drums that will be removed from the site.)

#### 1-1.2.4 Supplemental Field Exploration

Supplement field explorations will likely be required to fill data gaps discovered during engineering analysis and numerical modeling. The scope of such work will be dependent on the actual needs, though for budgeting purposes, Hart Crowser has assumed the following scope of supplemental work:

- Up to two (2) borings or CPT probes advanced to depths up to 75 feet;
- Up to six (6) excavated test pits to depths up to 8 feet to map peat deposits; and
- Associated laboratory testing on select soil samples.

#### 1-1.2.5 *Geotechnical Laboratory Testing*

Soil samples obtained from the explorations will be visually classified in the field by Hart Crowser and in Hart Crowser's geotechnical laboratory based on the Unified Soil Classification System (USCS) and American Society for Testing and Materials (ASTM) classification methods.

Hart Crowser will conduct a series of geotechnical laboratory tests on selected soil samples obtained from the explorations to evaluate the engineering and index properties of the site soils. The specific tests conducted will depend upon actual conditions encountered. For budgeting purposes, Hart Crowser has assumed the tests will include: up to thirty (30) moisture content determinations; six (6) Atterberg Limit determinations; ten (10) sieve analyses; three (3) organic content determinations; two (2) consolidation tests; two (2) cyclic direct shear tests; and two (2) suites of tests to evaluate soil corrosion potential. If additional borings are advanced then additional testing will be completed.

#### 1-1.2.6 *Preliminary Geotechnical Analysis and Report*

Hart Crowser will conduct initial engineering analyses, including:

- Liquefaction potential and settlement analysis using the "simplified method," and
- Slope stability and lateral spread analysis using limit equilibrium methods.

Hart Crowser will prepare a preliminary geotechnical memorandum, including:

- Summary of field explorations, subsurface conditions and laboratory testing;
- Discussion of liquefaction potential extent and settlement magnitude; and
- Discussion of initial slope stability and lateral spread evaluation.

**Deliverables:** Information to be incorporated in the final geotechnical report in phase no.2.

### Task 1-1.3: Site Survey

APS Survey & Mapping, Inc. (APS), working closely with PND, has developed the following understanding of the surveying and base mapping requirements for this project. All the mapping will be completed in AutoDESK Civil 3D to include the legal descriptions and easements with their exhibits; Records of Survey of the sites, and the Topographic mapping. Hard copies and PDF's will also be created and signed.

#### 1-1.3.1 *Baseline Establishment*

Establish accurate relationships between Mean Lower Low Water (MLLW), Mean Higher High Water (MHHW), NAVD88/2012A, and Mean Sea Level Data. These will be transferred to the project site. Accurate positions for the primary control monuments on the project site will be confirmed using WSDOT Monuments GP25103-28 and 27.

#### 1-1.3.2 *Establish Site Boundaries*

Establish and record a legal boundary for the project site and the proposed material site. Washington Avenue is well monumented, as is 5<sup>th</sup> Street S. APS will set monuments on the corners of the boundaries, along with Carsonite Posts.

#### 1-1.3.3 *Develop Site Contours*

APS will create a 1-foot contours and spot elevations displayed to the 1/100<sup>th</sup> of a foot, for both the project site and the proposed materials site. Additionally, they will follow drainage to and from the sites.



#### 1-1.3.4 Utility Location

APS will direct a subsurface utility company to search and mark utilities, if any, on the sites. APS will then generate as-built drawings of the utilities.

#### 1-1.3.5 Landmark Location

APS will locate trees 6-inches or greater on each site, noting their type and size. APS will also map the geological test holes, monitoring wells, and wetlands flags set by other professionals.

**Deliverables:** Information to be incorporated in 30%, 75%, and 100% engineering and landscape design drawing deliverables.

#### Task 1-1.4: Archaeological Survey

Compliance with Section 106 of the National Historic Preservation Act of 1966 (PL 89-665) will involve archaeological research into the history of the Safe Haven project area, a pedestrian cultural resource survey with shovel testing, and the production of a report that presents the research, methodology/survey techniques, results, and recommendations, that will be provided to the permitting agencies for submission to the Washington Department of Archaeology and Historic Preservation (DAHP).

The cultural resource/archaeological survey will attempt to located artifact, debris, features, structures, etc. that are older than 50 years old. If materials older than 50 years old are identified by the survey, they must be recorded on DAHP site forms, and assessed for their potential to be included in the National Register of Historic Places (NRHP). There is a small chance that prehistoric or historic archaeological materials could be present buried in the Safe Haven landscape. The archaeological survey would include subsurface shovel testing to determine if there are any buried archaeological (prehistoric or historic) deposits. In the event that the field survey identifies significant archaeological materials, a second phase of archaeological work would need to be initiated to evaluate the deposit further. Based on an initial survey by Transect, there are no known pre-contact or historic era archaeological sites in the immediate vicinity of the Safe Haven project area. The landscape context and local historic information suggests that there is not likely a large significant pre-contact archaeological site at the project location.

A literature survey concerning ethnography, archaeology, and history will be conducted prior to the field survey to learn about the history of the project area and identify any potential areas that could have evidence of pre-contact or historic utilization. This will include DAHP online site files, historic maps, and library materials utilized as part of the research process. The research will be used to develop the survey strategy, and will be summarized in the report.

The survey phase will consist of an intensive investigation of the Safe Haven project area ground surface by two archaeologists. Presence/absence shovel testing will be performed in the area of potential effect after the surface survey to determine if there are any buried archaeological materials in the project area. The shovel tests will be performed in a systematic grid, and examined based on the results of the surface survey.

**Deliverables:** There are two expected archaeological deliverables for this project. One will be a technical report describing the archaeological survey meeting the requirements of the Washington DAHP. Research and field work efforts will be described in the report. The report will present and describe the research, methodology/survey techniques, results, and recommendations. This report will be submitted to the State DAHP, and will include all site forms used for the survey. It will include a discussion of the area of potential effect, and a plan to perform outreach to affected tribes (Chinook, Shoalwater, Chehalis, Cowlitz) in the area of the project. The second report will be an archaeological report that summarizes the results of monitoring conducting during ground-disturbing activities during construction.

#### Task 1-1.5: Environmental Permitting and Agency Coordination

The Tsunami Safe Haven Berm project presents challenging environmental permitting issues. The project will comply with all applicable local, state, and federal permitting requirements, and will be consistent with FEMA's

Hazardous Mitigation Grant program agreement requirements and will assure that the Category IV depressional wetlands delineated on site will be mitigated in accordance with all appropriate requirements.

#### *1-1.5.1 JARPA Permit Application*

A draft JARPA package was submitted to the USACE Seattle District's Regulatory Branch in September 2015. A new project manager has been designated by the Corps, and it is not yet known whether adequate documentation was included to allow the Corps to go out to Public Notice; further documentation such as a mitigation plan and more detailed JARPA drawings may be required. A partial draft mitigation plan has been prepared by the City, but has not yet been completed. This mitigation plan will be completed and sent to the permitting agencies, as it will be required for the 404 and 401 permits. A consistency determination for the state Coastal Zone Management Act (CZMA) will also be part of the application package.

#### *1-1.5.2 401 Water Quality Certification/NPDES Permit*

A stormwater management plan will be prepared in anticipation of obtaining an NPDES general permit for stormwater during construction. This plan will be required to obtain a 401 Water Quality Certification (WQC) from Ecology, which is required for the 404 permit from the Corps.

#### *1-1.5.3 NEPA/EA Requirements*

SEPA will be pre-empted by its federal counterpart NEPA, and this project may be categorically excluded from NEPA based on a programmatic categorical exclusion letter from FEMA dated March 25, 2015, which stipulates that Phase 1 of the Tsunami Safe Haven Berm project would be exempt. It is unclear whether the remainder of the project would qualify; this will be verified quickly. Additional environmental inventory data may be required before FEMA determines whether an Environmental Assessment (EA) would be needed or whether a categorical exclusion applies. PND will support the City's lead to make this assessment.

#### *1-1.5.4 Mitigation for Loss of Wetlands*

Category IV depressional wetlands delineated on site will be mitigated in accordance with all appropriate requirements. A detailed wetlands delineation was performed by Critical Areas Consulting in 2013, and the report found that this project could significantly impact adjoining Category III wetlands on the preferred project site. A mitigation plan will be prepared, and mitigation goals for this project are to maintain wetland hydrologic, water quality, and habitat function within the watershed. The mitigation plan will provide a detailed description of performance standards developed to achieve these goals.

As with any project requiring wetlands fill, this project will need to demonstrate that designated beneficial uses, emphasizing ecological function and value, will be maintained. The project will demonstrate that the design team performed appropriate mitigation sequencing, and that the construction management techniques employed BMPs and other measures to avoid, minimize, and reduce impacts to adjoining Category III wetlands. Impacts to 0.668 acres of Category IV depressional wetlands are expected to occur on a permanent basis and will be mitigated using a mitigation bank/in lieu of fee approach at a 0.85:1 ratio, and 0.125 acres will be temporarily impacted during construction (estimated to be three months), and these will be mitigated using a re-establishment/rehabilitation approach.

In addition, the project will require a critical areas variance for the wetland fill. The wetland delineation report will serve as the "critical areas report" for this project, and a staff report will be prepared by the City to be heard by the City of Long Beach hearing examiner.

#### *1-1.5.5 Other Permits or Requirements*

The project is not located within the jurisdictional shoreline for the City of Long Beach, and is therefore exempt from the Shoreline Management Act. Based on discussions from the project kick-off meeting held on October 29<sup>th</sup>, the design team understands that this project is also exempt from WDFW Hydraulic Project Authorization (HPA) requirements.

The project has been found to occur in FEMA's 500-year flood plain, which means that it would not be designated as a "special flood hazard area."". None of the construction will occur below Ordinary High Water Level (OHWL), which would trigger consultation with NMFS concerning protection of endangered species. No threatened or endangered species are believe to occur at the site.

**Deliverables:**

- 30% level design drawings to support resubmittal of JARPA application.
- Revised JARPA application.
- Wetlands mitigation plan.
- Acquisition of Shoreline exemption and HPA exemption.
- Acquisition of critical use variance from City.
- Preparing NPDES stormwater permit in support of 401 WQC.
- Pre-application meeting with the Corps/WMD/FEMA/City/other key stakeholders to clarify requirements in anticipation of obtaining and developing the above documents.

**Task 1-1.6: Vertical Evacuation Berm Concept Development*****1-1.6.1 30% Engineering Design***

An engineered concept for the vertical evacuation berm will be developed within the 30% design level. The concept will be developed based on the preliminary results of the geotechnical investigation and preliminary hydrodynamic analysis.

The engineered design concept will incorporate the initial analysis of site liquefaction, lateral soil spreading, wave speed, wave height, and site constrictions. The engineered concept will indicate the initial requirements for berm height, footprint, vertical walls, access ramps and stairs, vertical retaining walls, and slopes.

The engineered concept will be developed based on ideas developed in a design charrette between HBB Landscape Architecture (HBB) and PND.

**Deliverables:** The engineered design will be documented in a 30% design deliverable to the City. The design will include the plan, up to two elevation cross sections, and a 3-D rendered model of the engineered vertical evacuation berm concept.

***1-1.6.2 30% Landscape Architecture Design***

HBB will prepare for and conduct a team design charrette with PND. From the design charrette, HBB will develop two concept site pile alternatives that include urban design treatments (paving patterns/materials, guard rails, handrails, and site furnishings). Work will also include the preparation of three (3) interpretive educational sign concepts and a concept planting plan (plant massing with plant cut sheets), as well as research and selection of solar lighting fixture options. Based on these concepts, HBB will develop cost estimates for planting, irrigation, site furnishings and interpretive signs.

**Deliverables:** As a deliverable for the 30% design, HBB will prepare colored renderings of the site for the two (2) alternatives, up to two (2) rendered views of the 3-D model prepared by PND, and a PowerPoint presentation based on the design products listed above for meetings with the City.

***1-1.6.3 30% Design Presentation to City Council and Stakeholders***

PND and HBB will present the results of the 30% design concept to the City's Community Development Manager and City Council. The presentation will include an overview of the site investigation, project design criteria, and design features from the 30% design of the berm. Included in this subtask is up to one (1) additional trip to Long Beach to meet with community stakeholders including the school district, first responders, downtown businesses, and/or homeowners.

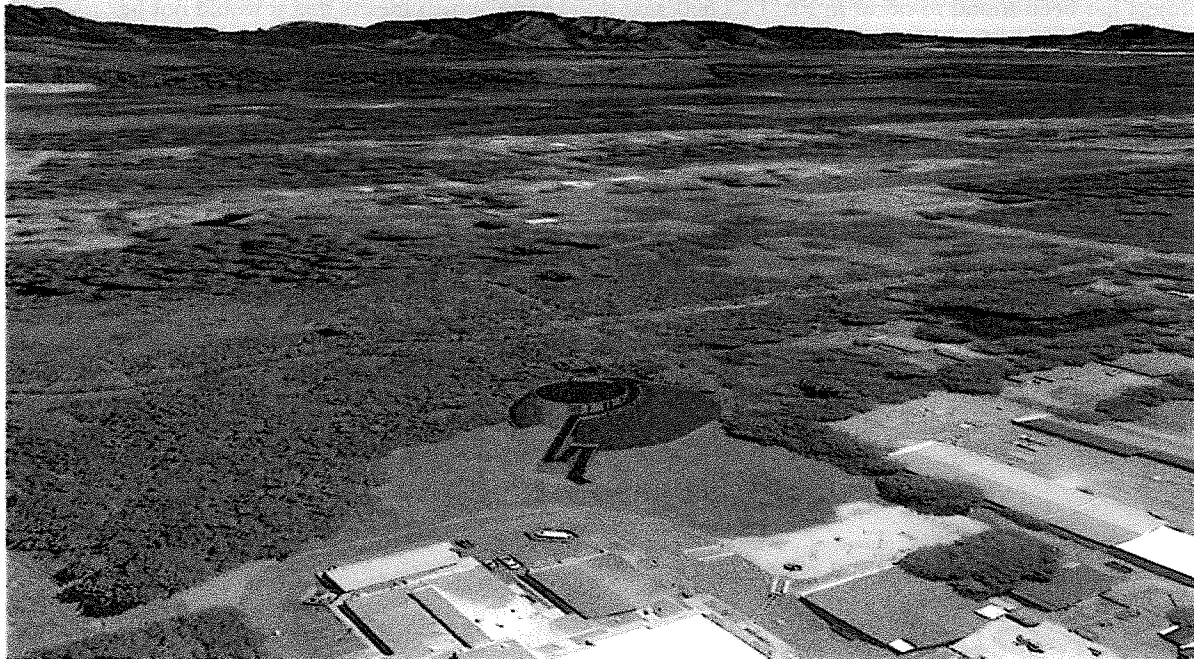


Figure 2. Tsunami “Safe Haven” Berm Concept Developed from RFP

## Phase 1-2: Berm Analysis and 75% Design

### Task 1-2.1 – Geotechnical Analysis

#### *1-2.1.1 Geotechnical Seismic Analysis and Numerical Modeling*

Hart Crowser will conduct additional engineering analyses and numerical modelling, including the following tasks:

- Conduct numerical modelling of the berm using FLAC or PLAXIS.
  - o Evaluate soil liquefaction triggering and behavior, ground deformations, seismic stability, and soil-structure interaction.
  - o Modeling will include an analysis of static, seismic with non-liquefied soil, seismic with liquefied soil, and post-seismic static with liquefied soil load conditions.
  - o One (1) berm geometry will be evaluated for the load conditions with scoured and non-scoured configurations.
- Select and scale earthquake ground motions to the appropriate hazard level for numeric modeling.
- Evaluate ground improvement needs and alternatives.
- Develop earth pressures and wall and foundation design parameters, including mechanically stabilized earth and cantilevered wall systems.
- Develop earthwork and embankment construction guidelines.

#### *1-2.1.2 Geotechnical Design Report*

Hart Crowser will prepare a geotechnical report to document findings and recommendations. The geotechnical report will address design and construction issues, including:

- Site and boring location plan;
- Description of subsurface soil and groundwater conditions;
- Site preparation and earthwork recommendations;



- Embankment construction requirements;
- Seismic hazards and seismic design parameters;
- Numerical modelling results;
- Ground improvement recommendations, if needed; and
- Construction considerations.

**Deliverables:** A draft report will be provided to the design team and City for review and comments. A final report will be prepared that addresses review comments from the design team and City.

#### Task 1-2.2: Slope Stability and Retaining Wall Analysis

##### *1-2.2.1 Slope Stability and Retaining Wall Seismic Analysis*

PND will develop a slope stability analysis and retaining wall analysis based on the recommendations from the project geotechnical engineer. The slope and retaining wall elements will be designed to withstand both the initial seismic forces and seismic aftershock forces developed from the geotechnical report. The walls and slopes will meet the minimum required factors of safety outlined in the basis of design while meeting the standard of care for engineering these elements.

##### *1-2.2.2 Slope Stability and Retaining Wall Analysis with Scour*

PND will confirm slope stability analysis and retaining wall analysis based on the recommendations from the project hydrodynamic analysis. The analysis will confirm the wall geometries and any armoring elements required for the design. The walls and slopes will meet the minimum required factors of safety outlined in the basis of design while meeting the standard of care for engineering these elements.

**Deliverables:** The stability analysis will be documented in the final design documentation report.

#### Task 1-2.3: Hydrodynamic Forces

PND will confirm the hydrodynamic forces on the berm using applicable requirement from the FEMA 646 code as well as the preliminary recommendations from the ASCE 07-16, Chapter 6 design requirements..

**Deliverables:** The stability analysis will be documented in the final design documentation report

#### Task 1-2.4: 75% Engineered Design

Redevelop the engineering design for 75% level drawings including refining the details on the berm slopes retaining walls and access points. Design will include 2-D and 3-D drawings which will incorporate sufficient detail to incorporate into the 2-D and 3-D hydraulic models. Drawings will be submitted for City and State agency review.

PND and HBB will present the results of the 75% design concept to the City's Community Development Manager and City Council. The presentation will include an overview of the site investigation, project design criteria, design features, community feedback and changes from the 30% design of the berm.

**Deliverables:** The engineered design will be documented in a 75% design deliverable to the City.

### **Phase 1-3: 100% Engineering and Landscape Architectural Design**

#### Task 1-3.1: Structural/Civil Engineering Final Design

##### *1-3.1.1 Design Drawings and Renderings*

The final engineering drawings will be developed which incorporate final details modeling of the berm. Final design will also incorporate the design parameters from the final geotechnical report from Hart Crowser.

### 1-3.1.2 Construction Specifications

Final design of the berm will include construction specifications for the various elements of the work. The format of the specification is subject to final coordination with the City and State officials.

### 1-3.1.3 Design Documentation Report

The final design of the vertical evacuation berm will be summarized in a design documentation report which will document the methods used to analyze the structure as well as a table documenting the minimum factors of safety for the berm. The design documentation report will include a narrative of the design process which can be used as a road map for future vertical evacuation berm projects.

**Deliverables:** The final engineered design will be documented in final design deliverable to the City including drawings, specifications, and design documentation report.

## Task 1-3.2: Landscape Architecture Final Design

### 1-3.2.1 Design Drawings

HBB will develop 100% design drawings for the site including a planting plan, schedule, details, planting and irrigation specifications, design of site furnishings, interpretive sites, schedules and details, and a landscape cost estimate for landscape construction.

**Deliverables:** The final landscape architecture design will be documented in final design deliverable to the City including drawings and specifications.

## Task 1-3.3: Develop Bid Documents, Review Bid Submittals, and Recommend Contractor Award

After the final design package is accepted by the City, PND will provide the following assistance during bidding and construction:

1. Attendance at the pre-bid meeting by PND.
2. Respond to requests for information (RFI's) and/or develop addenda during the bidding phase.
3. Recommend contractor award for construction of the Tsunami Safe Haven berm.

### **Assumptions and Exclusions:**

1. The fee is an estimate of how we expect to allocate our time. We reserve the right to move time between tasks as needed to accomplish the overall goals of the project.
2. The City and State agencies will make available for review and copying any relevant existing data, including as-builts of the surrounding area including utilities.
3. The site wetlands delineation has been performed by ELS and the coordinates for the boundary will be provided to the project team.
4. Precautions will be taken by the site investigation teams to avoid damage to underground utilities. However, even with these precautions unknown underground utilities may be damaged if not previously identified by others. Repairs to damaged unknown utilities will be done at an additional cost.
5. Site investigation teams will coordinate with the City and school district officials to minimize impacts on the operation of the school. However, it is understood that investigation may take place during normal business hours in coordination with City and school officials. No additional time has been allotted in this scope for personnel background checks for the site investigation team.
6. The Phase 1 geotechnical investigation assumes at least one field boring and CPT will reach bedrock to evaluate the seismic responses of the site. If the bedrock is not reached, additional soil boring may be required.

7. For the tsunami generation and run-up analysis, PND has assumed the current tsunami models are sufficient to use as the basis of design for the vertical evacuation berm. No additional baselining or reconfirmation of the existing numerical model is necessary. Additionally, detailed numerical and physical modeling is not required to meet the design requirements for FEMA and EMD.
8. For the design criteria, design drawing, and design documentation report, PND assumes that the design review by City, State, and Federal agencies will be thorough and prompt. Following the review of the submittal of the basis of design, design drawings, and design documentation report, the City will issue to PND a single set of consolidated comments from City, State, and Federal reviewers. Following resolution of comments, EMD will issue a letter of concurrence that the deliverables meet the requirements of the project grant.
9. The design tasks above assume that site liquefaction and lateral spread will be a major element of the design of the tsunami vertical evacuation berm. Coordination of civil, structural, and geotechnical engineering for the project will depend on the extent these factors influence the design of the berm.
10. Design drawings will be prepared in AutoCAD. Specifications will be developed in Microsoft Word .doc format. All design documents will be transmitted electronically in PDF format.

#### **Additive Alternate Tasks: Hydrodynamic Modeling (Excluded from base scope and fee)**

The analysis and design tasks for additional hydrodynamic modeling are shown separately for the base scope schedule and fee at the request of the City and EMD. PND understands that report, *"Tsunami Hazard Assessment of the Elementary School Berm Site in Long Beach, WA"* by Frank Gonzalez, Randy LeVeque, and Loyce Adams dated 27 April 2013 shall be used as the basis of design for the tsunami wave height and flow velocities for the berm. PND has shown the tasks below for reference only which outline additional, detailed analysis which may be authorized at the City's request.

##### A.1 - Numerical Modeling – Tsunami Generation and Runup

An existing numerical model study was done, using GeoClaw, which developed water levels and flow speeds at the project site (Gonzalez, et al, 2013). This task will apply a similar depth-averaged numerical model, MIKE 21-BW, to model the tsunami wave propagation and run-up from offshore to the project site. The results will be used in part to verify the results of the GeoClaw model. Input conditions will be an offshore water level time series, basically an input wave height and period at the offshore boundary condition.

Many tsunami models including GeoClaw have been compared to "benchmarks" established by a consortium of government and university researchers. However, there are no standards or software for tsunami modeling that are comparable to FEMA river and coastal flood models standards and guidelines. The tsunami models (<http://nctr.pmel.noaa.gov/model.html>) that have been compared to the benchmarks are research-oriented and do not include commonly used, commercially available software.

A widely used, commercially available coastal engineering software package, such as MIKE 21 software from DHI, or ADCIRC or Delft3D, is recommended.

The existing maps and reports at Long Beach, published by state agencies and others, such as the "Tsunami Hazard Map of the Southwest Washington Coast", contain little quantitative information, like flood elevation, rather they show "Areas inundated by moderately high runup..." and similar.

If authorized, portions of this work would be performed by a sub-contractor to PND. The consulting division of DHI, which has recent direct experience with tsunami inundation modeling, would likely be involved to review and interpret the MIKE 21-BW model results. They will help PND review all available information concerning tsunami inundation at the site, including the GeoClaw model results, and other model results that may be available. They will also assist with defining the offshore tsunami wave boundary conditions (model input) assumptions.

### A.2 - Numerical Modeling – 3D Flow at Structure

A RANS numerical model such as FLOW-3D or similar can be applied to test the design concept in more detail than the depth averaged model described above. The model domain will be smaller, at the vertical evacuation berm structure and immediate area. The model will provide information on wave runup levels and the threshold speed and water depth when overtopping occurs. The fluid-structure interaction can be modeled, revealing details such as the flow acceleration around the structure, eddies and turbulence. Near-bed scour velocities can be estimated. This will allow testing of the selected concept, and determination of the sensitivity of runup to key variables like the size and thickness of rock scour protection versus a smooth bed at the base.

### A.3 – Hydrodynamic Physical Modeling

A physical model of the structure can be tested, in either a re-circulating flume, or the Full-Scale Levee Breach and Hydraulic Test Facility in Vicksburg, Mississippi. A test plan can include a built physical model at 10:1 scale in the levee breach basin, which is operated by the USACE, Engineering Research and Development Center (ERDC). Different flow speeds and water levels can be tested, at large scale, in part to verify the numerical model results, and partly to test the integrity of the scour protection. The flow around the tsunami safe haven structure is three-dimensional and turbulent, potentially with a depth of 15 feet and a speed of 20 knots. PND has had preliminary discussions with the facility manager at ERDC in Vicksburg, Mississippi and the test basin should be available in 2016.

## (B) SUBCONSULTANTS

**Hart Crowser** – Hart Crowser will provide geotechnical investigation oversight, geotech laboratory testing, geotechnical analysis, and numerical modeling. In addition, they will coordinating the drilling subcontractor, Western States Soil Conservation, Inc., Hart Crowser's subtasks will include:

- 1-1.2 *Geotechnical Exploration and Laboratory Testing*
  - 1-1.1.1 *Information Gathering and Project Kick-off*
  - 1-2.1.1 *Geotechnical Analysis*
  - 1-2.1.2 *Geotechnical Design Report*

Hart Crowser has made the following assumptions and exclusions regarding the scope of work in addition to those above:

Hart Crowser will:

- Not encounter contaminated soils. If contaminated soils are encountered then additional charges will be incurred for equipment decontamination, testing, and soil disposal.
- Complete the exploratory work during normal weekday business hours.
- Not perform formal site restoration work beyond replacing topsoil with grass seed in areas of turf damage, cleaning the drilling area, and patching the bore holes, as applicable. Some rutting of the field may occur due to vehicular traffic. If desired, Hart Crowser can engage the services of a landscape contractor to restore any such damage for an additional fee as shown on the *Fee Estimate* document.

- Remove soil spoils from the project site. Soil cuttings from the borings will be stockpiled **on site** at a location designated by the City or School. If desired, the soil spoils can be drummed and hauled from the site for an additional fee as shown on the *Fee Estimate* document.
- Document exploration locations by measuring with a tape measure from surface landmarks and/or locating with a hand-held GPS unit.
- Pay prevailing wages to the exploration subcontractors.
- Perform their work in general accordance with the standard of care of its profession, which means generally accepted professional practices, in the same or similar localities, related to the nature of the work accomplished, at the time the services are performed.
- The City or others on the design team will:
  - Provide right-of-access to the property.
  - Provide maps of known public and private underground utilities.
  - Provide an AutoCAD or GIS shape file-based site plan to Hart Crowser.
  - Survey the exploration locations after they have been completed.

**Hough Beck & Baird, Inc.** (HBB) will perform the landscape architecture and assist with community engagement for the project. Their scope of work will include the following subtasks:

- 1-1.1.1 Information Gathering and Project Kick-off*
- 1-1.6.2 30% Landscape Architecture Design*
- 1-1.6.3 30% Design Presentation to City Council and Stakeholders*
- 1-2.3 Presentation of 75% Design to City Council and Stakeholders*
- 1-3.2 Landscape Architecture Final Design*
- 1-3.4 Landscape Architecture Bid Support*

HBB has made the following assumptions and exclusions regarding the scope of work in addition to those above:

- Base map will be provided by PND.
- Design, details and layout of the evacuation structure, guardrails, railings, ramps and stairs will be provided by PND. HBB will coordinate location, form and overall design.
- Site furnishings and interpretative signs are limited to pre-manufactured elements only. Seatwalls or custom furnishings are not included. Interpretive signs will include a combination of text and photos. Original art is not included. All paving design and details will be provided by PND. HBB will provide redline concepts.
- PowerPoint presentations will be prepared by HBB based on the materials provided in the tasks above
- HBB will provide one electronic set of all submittals. Printing and distribution will be by PND.
- HBB will not need to attend any pre-bid or pre-construction meeting. CA not included.
- 3-D model will be provided by PND.
- Irrigation head layout, pipe sizing, and water use calculations will not be provided until 75% submittal.
- Tsunami directional signs will be provided by PND.
- Solar light final PS&E will be provided by PND. HBB will assist with fixture selection.

- Wetland mitigation will be by others.

**APS Survey and Mapping, LLC** – APS will provide all site surveys for the design of the project. APS Surveying and Mapping subtasks will include:

1-1.2.1 *Baseline Establishment*

1-1.2.2 *Establish Site Boundaries*

1-1.2.3 *Develop Site Contours*

1-1.2.4 *Utility Location*

1-1.2.5 *Landmark Location*

APS has made the following assumptions and exclusions regarding the scope of work in addition to those stated above:

- Both of the NOAA tide prediction stations closest to the project site are not on the west beach side of Long Beach. APS Survey & Mapping, assumes the compilation of the observations of the two sides will not vary significantly from the tidal relationships on the west (Pacific side) of Long Beach. We will rely on the expertise of the PND's marine scientists and engineers to confirm this assumption.
- In order to establish the property boundary and easements across the site, we will need a current title report or individual documents for the boundary and easements.
- The wetland boundaries will be marked on the site by a qualified biologist or geologist.
- If you want the drawing on PND's sheets, you need to inform us and provide the sheets before we begin the final mapping.
- The relationship between the vertical data will be show on the topographic survey. The mapping Datum will need to be agreed upon before we begin our mapping. We will only map in one Datum.
- Our field crews cannot enter confined spaces or penetrate into electrical, gas, communication and water manholes or vaults. All measurements for storm and sanitary will be made from the surface. For valves, we will measure to the top of the valve nut.
- We are not dendrologists. We will do our best to correctly identify the tree type.
- We will have the drawing (PDF at 95% complete) reviewed by PND & DNR and will make only one set of combined changes.

**Transect Archaeology** – Transect will provide all site cultural and archaeological surveys for the permitting of the project. Transect's subtasks will include:

1-1.3 *Archeological Survey*

Transect has excluded the following items from the scope of work:

- A second phase of archaeological work would need to be initiated to evaluate the deposit further, in the event that the field survey identifies significant archaeological materials

**Harbor Power Engineers, Inc.** (HPE) will be used for electrical engineering design, specifications, and cost estimates associated with lighting and emergency power needs for the facility. Their scope of work will include

the following subtasks:

*1-3.3 Final Electrical Design*

Harbor Power has excluded the following items from the scope of work:

- Landscape level lighting design.
- Site visit by Harbor Power employees
- Self-contained gasoline/diesel emergency generator and transfer switch design

**(C) DELIVERABLES**

Phase No.	Description	Deliverable
1-1	1-1.1 - Basis of Design Report	(1) 8.5x11 PDF Copy
	1-1.6.1 - 30% Engineering Design	(1) 11x17 Hard Copy, (1) PDF
	1-1.6.2 - 30% Landscape Architecture Design	(1) 11x17 Hard Copy, (1) PDF
	1-1.6.1 - 30% ROM Cost Estimate	(1) 8.5x11 PDF Copy
	1-1.5 - Draft and Final Biological Evaluation	(1) 8.5x11 Hard Copy, (1) PDF Copy on CD
	1-1.5.1 - Revised JARPA Application	(1) 8.5x11 PDF Copy
	1-1.5.4 - Wetlands Mitigation Plan	(1) 8.5x11 PDF Copy
	1-1.5 - All permit applications that require owner signatures prior to submittals	(1) 8.5x11 PDF Copy
	1-1.5 - Complete copies of all permit packages submitted	(1) 8.5x11 Hard Copy, (1) PDF Copy on CD
	1-1.5 - Originals of any and all final permits obtained.	(1) 8.5x11 PDF Copy
1-2	1-2.1 - Geotechnical Report	(1) 8.5x11 PDF Copy
	1-2.4 - 75% Engineering Design	(1) 11x17 Hard Copy, (1) PDF
	1-2.4 - 75% Landscape Architecture Design	(1) 11x17 Hard Copy, (1) PDF
	1-2.4 - 75% ROM Cost Estimate	(1) 8.5x11 PDF Copy
1-3	1-3.1.1 - Final Engineering Drawings	(1) 11x17 Hard Copy, (1) PDF
	1-3.2 - Final Landscape Architecture Drawings	(1) 11x17 Hard Copy, (1) PDF
	1-3.3 - Final Electrical Drawings	(1) 11x17 Hard Copy, (1) PDF
	1-3.1.2 - Final Specifications	(3) 8.5x11 Hard Copy, (1) PDF
	1-3.1.1 - Final Cost Estimate for submittal	(3) 8.5x11 Hard Copy, (1) PDF
	1-3.1.3 - Final Design Documentation Report	(3) 8.5x11 Hard Copy, (1) PDF



**AGREEMENT FOR PROFESSIONAL SERVICES**  
**between THE CITY OF LONG BEACH and PND ENGINEERS, INC.**

**SAFE HAVEN TSUNAMI VERTICAL EVACUATION PROJECT**

**ATTACHMENT B**

**Schedule**

**ATTACHMENT B: SCHEDULE**

Following confirmation of this agreement by the City of Long Beach, PND agrees to perform the above-described services and to diligently pursue the project and make every reasonable effort to finish all items in a timely manner. The following is a proposed schedule for the project. PND will refine this schedule based on further discussion with the City.

Notice to Proceed	December 22, 2015 (Anticipated)
<b>Phase 1-1: Site Investigation and 30% Design</b>	
1-1.1 Basis of Design Report	January 27, 2016
1-1.6 30% Engineering and Landscape Architecture Drawings	February 24, 2016
1-1.6 30% ROM Cost Estimate	February 24, 2016
1-1.5.5 Pre-application Meeting	January 27, 2016
1-1.5.5 Wetlands Mitigation Plan	February 10, 2016
1-1.5 Revised Permit Applications Requiring Owners Signature	March 9, 2016
1-1.4 Archaeological Survey Report	January 13, 2016
<b>Phase 1-2: Berm Analysis and 75% Design</b>	
1-2.1.2 Geotechnical Report	March 9, 2016
1-2.4 75% Engineering and Landscape Architecture Drawings	April 20, 2016
1-2.4 75% ROM Cost Estimate	April 20, 2016
<b>Phase 1-3: 100% Engineering and Landscape Architectural Design</b>	
1-3.1.1 Final Engineering and Landscape Architecture Drawings	June 15, 2016
1-3.1.1 Final Cost Estimate	June 15, 2016
1-3.1.2 Final Specifications and Project Manual	June 15, 2016
1-3.1.3 Final Design Documentation Report	June 15, 2016
1-3.2 Final Landscape Architecture Drawings	June 15, 2016
1-3.3 Final Electrical Drawings	June 15, 2016
Bidding and Construction	To Be Determined

**AGREEMENT FOR PROFESSIONAL SERVICES**  
**between THE CITY OF LONG BEACH and PND ENGINEERS, INC.**

**SAFE HAVEN TSUNAMI VERTICAL EVACUATION PROJECT**

**ATTACHMENT C**

**C1: Summary Fee Basis**

**C2: Detailed Cost Estimate**

**AGREEMENT FOR PROFESSIONAL SERVICES**  
**between THE CITY OF LONG BEACH and PND ENGINEERS, INC.**  
**SAFE HAVEN TSUNAMI VERTICAL EVACUATION PROJECT**

**ATTACHMENT C1**

**Summary Fee Basis**

**ATTACHMENT C1: FEE BASIS**

Except as noted below, PND will provide these services on a time and materials basis up to a maximum of \$448,938 divided among the identified tasks:

**Phase 1-1: Site Investigation, Permitting, and 30% Design**

Task 1-1.1: Basis of Design Criteria	\$41,063
Task 1-1.2: Geotechnical Investigation	\$72,447
Task 1-1.3: Site Survey*	\$22,957
Task 1-1.4: Archaeological Survey	\$6,622
Task 1-1.5: Environmental Permitting	\$30,610
Task 1-1.6: Vertical Evacuation Berm Concept Development	<u>\$64,330</u>

**Subtotal: \$238,029**

**Phase 1-2: Berm Analysis and 75% Design**

Task 1-2.1: Geotechnical Analysis	\$85,971
Task 1-2.2: Slope Stability and Retaining Wall Analysis	\$21,640
Task 1-2.3: Hydrodynamic Analysis	\$6,330
Task 1-2.4: 75% Engineering and Landscape Architectural Design	<u>\$26,800</u>

**Subtotal: \$140,741**

**Phase 1-3: 100% Engineering and Landscape Architectural Design**

Task 1-3.1: Structural/Civil Engineering Final Design	\$22,550
Task 1-3.2: Landscape Architectural Final Design	\$34,212
Task 1-3.3: Final Electrical Design	\$7,912
Task 1-3.4: Develop Bid Documents, Review Bid Submittals, and Recommend Contractor Award	<u>\$5,494</u>

**Subtotal: \$70,168**

\*Site Survey provided on a fixed fee basis

**Phase: Additive Analysis – Detailed Hydrodynamic Modeling (Excluded from base scope and fee)**

Task A.1: Tsunami Generation and Run-up Model Confirmation	\$35,600
Task A.2: Numerical Modeling – 3D Flow at Structure	\$38,010
Task A.3: Hydrodynamic Physical Model	<u>\$75,230</u>

**Subtotal: \$148,840**

**AGREEMENT FOR PROFESSIONAL SERVICES**  
**between THE CITY OF LONG BEACH and PND ENGINEERS, INC.**  
**SAFE HAVEN TSUNAMI VERTICAL EVACUATION PROJECT**

**ATTACHMENT C2**  
**Detailed Cost Estimate**

## ATTACHMENT C2: DETAILED COST ESTIMATE

PROJECT TITLE: **Tsunami Vertical Evacuation Safe Haven Berm**  
CLIENT: **City of Long Beach**  
JOB NUMBER: **154065.01**

<b>Attachment C2: Detailed Cost Estimate</b>	<b>Unit</b>	<b>Subtotal</b>
<b>Phase 1-1: Site Investigation, Permitting, and 30% Design</b>	<b>Total</b>	<b>\$238,029</b>
<b>Phase 1-2: Berm Analysis and 75% Design</b>	<b>Total</b>	<b>\$140,741</b>
<b>Phase 1-3: 100% Engineering and Landscape Architectural Design</b>	<b>Total</b>	<b>\$70,168</b>
<b>Design to Bid Ready Documents Σ =</b>		<b><u><u>\$448,938</u></u></b>
<b>Phase: Additive Analysis - Detailed Hydrodynamic Modeling</b>	<b>Total</b>	<b>\$148,840</b>

PROJECT TITLE: Long Beach Tsunami Vertical Evacuation Safe Haven  
CLIENT: City of Long Beach

Revised: 12/14/15

PHASE: 1-1 Site Investigation, Permitting, and 30% Design

JOB NUMBER: 154065.01

LABOR:			Senior Eng. VII	Senior Eng. VI	Senior Eng. IV	Senior Eng. III	Senior Eng. II	Senior Eng. I	Staff Eng. V	Staff Eng. II	Sr. Envir. Scientist	CAD Drafter V	Techn. IV	Techn. II	Total Hours	Labor Cost	Expense Cost	Subconsultant Labor	Subtotal
Task No.	Item	0	180.00	165.00	140.00	170.00	120.00	110.00	110.00	90.00	150.00	95.00	90.00	80.00					
1-1.1	Basis of Design Criteria																		
1-1.1.1	Design Kick-off Meeting			10		2			16		10		1		21	3,240.00	440.00	6,052.695	9,732.70
1-1.1.2	Coastal Assessment and Mit-Ocean Analysis			10	40	8									68	9,270.00			9,270.00
1-1.1.3	Load and Load Combination Design Criteria			8		24									32	4,440.00			4,440.00
1-1.1.4	Basis of Design Report	4	24			40	20						1		89	12,370.00			12,370.00
1-1.1.5	Agency Coordination			8		16	8					8			40	5,120.00	150.00		5,250.00
1-1.2	Geotechnical Investigation	16	4			4						4	1		29	4,550.00		67,917.50	72,447.50
1-1.3	Site Survey			4		6						8			18	2,500.00		20,757.00	22,957.00
1-1.4	Archaeological Survey			2							4				6	950.00		5,692.50	6,622.50
1-1.5	Environmental Permitting and Agency Coordination																		
1-1.5.1	JARPA revision and agency coordination				6						60		1			9,930.00			9,930.00
1-1.5.2	401/404 WQC/NPDES				3						30		1			5,010.00			5,010.00
1-1.5.3	NEPA/EA requirements				3						40		1			6,510.00			6,510.00
1-1.5.4	Wetlands mitigation planning				6						12					5,640.00			5,640.00
1-1.5.5	Preapplication Meeting				8						16					5,520.00			5,520.00
1-1.6	Vertical Evacuation Berm 30% Design Development																		
1-1.6.1	30% Engineering Design	16	30			60	60					40				26,630.00	110.00		26,740.00
1-1.6.2	30% Landscape Architecture Design			4		6						12				2,580.00		25,478.11	26,058.11
1-1.6.3	30% Design Presentation to City Council and Stakeholders			20	4						4	4	4		36	5,200.00	440.00	5,891.82	11,531.82
Labor Subtotal			56	124	70	158	88	0	16	0	196	76	10	0	518	107,120.00	1,120.00	120,780.44	328,029.44

EXPENSES:		Quantity	Unit	per Unit	Markup	Cost
Item						
Mileage to Long Beach	3	Trip	Three round trips at 350 miles per trip, \$0.555/mile	201.25	1.1	660.00
Per Diem, Long Beach	4	Day	Two people first trip, One person second and third trip	51.00	1.1	220.00
Mileage to Fort Lewis Olympia	1	Trip	Three round trips at 140 miles per trip, \$0.575/mile	80.50	1.1	90.00
Per Diem, Olympia	1	Half Day		34.50	1.1	40.00
Printing Office	1	Unit		100.00	1.1	110.00
TOTAL EXPENSES						\$ 1,120.00

SUBCONSULTANTS		Subconsultant	Subcontract Amount	Markup	Subcon. Cost
Task No.	Item Description				
1-1.1.1	Design Kick-off Meeting	Hart Crowsner	2,200.00	1.1	2,330.00
1-1.2	Geotechnical Investigation	Hart Crowsner	61,743.00	1.1	67,917.50
1-1.3	Site Survey	APS	18,870.00	1.1	20,757.00
1-1.4	Archaeological Survey	Transtec	5,175.00	1.1	5,692.50
1-1.1.1	Design Kick-off Meeting	Hough Beck and Baird	3,202.45	1.1	3,522.70
1-1.6.2	30% Landscape Architecture Design	Hough Beck and Baird	21,345.74	1.1	25,478.11
1-1.6.3	30% Design Presentation to City Council and Stakeholders	Hough Beck and Baird	5,356.21	1.1	5,891.83
TOTAL SUBCONSULTANTS			11,799.64		\$ 120,780.44

Total - Labor	107,120.00
Total - Expenses	1,120.00
Total - Subconsultants	120,780.44
TOTAL	5 228,029.44



Revised: 12/14/15

**PHASE: 1-2 Tsunami Modeling, Berm Analysis, and 75% Design**

**JOB NUMBER: 154065.01**

LABOR:																			
Tsk No	Item	Senior Eng. VII	Senior Eng. VI	Senior Eng. IV	Senior Eng. III	Senior Eng. II	Senior Eng. I	Staff Eng. V	Staff Eng. II	St. Envir. Scientist	CAD Designer V	Tech IV	Tech II	Total Hours	Labor Cost	Expense Cost	Subconsultant Labor	Subtotal	
0		180.00	165.00	140.00	130.00	120.00	110.00	110.00	90.00	150.00	95.00	90.00	80.00						
1-2.1	Geotechnical Analysis																		
1-2.1.1	Geotechnical Seismic Analysis and Numerical Modeling		4		12									16	2,220.00		56,424.50	58,644.50	
1-2.1.2	Geotechnical Design Report	8	4		4									16	2,620.00		24,706.00	27,326.00	
1-2.2	Slope Stability and Retaining Wall Analysis																		
1-2.2.1	Slope Stability and Retaining Wall Seismic Analysis	8	6		40	40								94	12,430.00			12,430.00	
1-2.2.2	Slope Stability and Retaining Wall Analysis with Scour	8	6		30	24								68	9,210.00			9,210.00	
1-2.3	Hydrodynamic Forces																		
1-2.4.1	Flow Forces at Barm		4	32				10					1	47	6,330.00			6,330.00	
1-2.4	75% Engineering and Landscape Architecture Design		8		16	24						40	1	89	10,170.00	300.00	16,240.70	26,800.70	
	Labor SubTotal		24	32	32	102	88	0	10	0	0	40	2	0	330	42,980.00	0.00	81,130.50	140,741.20
EXPENSES:																			
	Item	Quantity	Unit							per Unit		Markup			Cost				
	Mileage to Long Beach	1	Trp	One person, one day						201.25		1.1			220.00				
	Per Diem, Long Beach		Day	One person, one day						51.00		1.1			-60.00				
	Printing Office	1	Unit							100.00		1.1			110.00				
	TOTAL EXPENSES														\$ 350.00				
SUBCONSULTANTS																			
	Tsk No	Item Description	Subconsultant	6570															
			No	Amount								Markup			Cost				
1-2.1.1	Geotechnical Seismic Analysis and Numerical Modeling	Hart Crowscr		51295.00								1.1			56,424.50				
1-2.1.2	Geotechnical Report	Hart Crowscr		22460.00								1.1			24,706.00				
1-2.3	75% Engineering and Landscape Architecture Design	Hough Beck and Baird		14764.27								1.1			16,241.00				
	TOTAL SUBCONSULTANTS														\$ 97,371.20				
															Total - Labor	42,980			
															Total - Expenses	350			
															Total - Subconsultants	97,371			
															TOTAL -	140,741			

PROJECT TITLE: Long Beach Tsunami Vertical Evacuation Safe Haven  
 CLIENT: City of Long Beach

Revised: 12/14/15

PHASE: 1-3 Final Engineering and Architectural Design

JOB NUMBER: 154065.01

LABOR:		Senior Eng VII	Senior Eng VI	Senior Eng IV	Senior Eng III	Senior Eng II	Senior Eng I	Staff Eng V	Staff Eng II	Sr. Envir Scientist	CAD Designer V	Tech IV	Tech II	Total Hours	Labor Cost	Expense Cost	Subconsultant Labor	Subtotal
Task No	Item	180.00	165.00	140.00	130.00	120.00	110.00	110.00	90.00	150.00	95.00	90.00	80.00					
1-3.1	Structural/Civil Engineering Final Design																	
1-3.1.1	Design Drawings and Renderings		8		40	16					40			104	12,240.00	110.00		12,350.00
1-3.1.2	Construction Specifications		8		32	4								44	5,960.00			5,960.00
1-3.1.3	Design Documentation Report		8		16	4						4		32	4,240.00			4,240.00
1-3.2	Landscape Architecture Final Design																	
1-3.2.1	Final Design Drawings and Specifications		2		2									4	590.00		33,622.42	34,212.42
1-3.3	Electrical Final Design		2		2						1			5	685.00		7,227.00	7,912.00
1-3.4	Develop Bid Documents, Bid Submittals and Award		16		8						8	2		14	4,620.00	280.00	593.82	5,493.82
Labor Subtotal		0	44	0	100	24	0	0	0	0	49	6	0	119	28,335.00	390.00	41,443.25	70,168.25

# EXPENSES:

Item	Quantity	Unit	per Unit	Markup	Cost
Mileage to Long Beach	1	Trip	201.25	1.1	220.00
Per Diem, Long Beach	1	Day	51.00	1.1	60.00
Printing Office	1	Unit	100.00	1.1	110.00
TOTAL EXPENSES					\$ 390.00

# SUBCONSULTANTS

Task No	Item Description	Subconsultant	Subcontract Amount	Markup	Subcon Cost
1-3.2	Landscape Architecture Final Design	Hough Beck and Baird	30565.84	1.1	33,622.42
1-3.3	Final Electrical Design	Harbor Power	6570.00	1.1	7,227.00
1-3.4	Landscape Architecture Bid Support	Hough Beck and Baird	539.84	1.1	593.82
TOTAL SUBCONSULTANTS					\$ 41,443.25

Total - Labor	28,335.00
Total - Expenses	390.00
Total - Subconsultants	41,443.25
TOTAL -	70,168.25

PROJECT TITLE: Long Beach Tsunami Vertical Evacuation Safe Haven  
CLIENT: City of Long Beach  
PHASE: Additive Alternate Hydrodynamic Analysis

Revised: 12/14/15

JOB NUMBER: 154063.01

LABOR:																			
Task No.	Item	Senior Eng. VII	Senior Eng. VI	Senior Eng. IV	Senior Eng. III	Senior Eng. II	Senior Eng. I	Staff Eng. V	Staff Eng. II	St. Enter Scientist	CAD Designer V	Tech IV	Tech II	Total Hours	Labor Cost	Expense Cost	Subconsultant Labor	Subtotal	
		0	180.00	165.00	140.00	130.00	120.00	110.00	110.00	90.00	150.00	95.00	90.00	80.00					
A.1	Tsunami Generation and Run-Up Model Confirmation			8	72			120						200	24,600.00		11,000.00	35,600.00	
A.2	Numerical Modeling - 3D Flow at Structure			2	24	1		10				1		38	5,010.00		33,000.00	38,010.00	
A.3	Hydrodynamic Physical Modeling			10	112			112				2	1	237	29,910.00	1,320.00	44,000.00	75,230.00	
Labor Subtotal			0	20	208	1	0	0	242	0	0	0	3	1	273	\$9,520.00	1,320.00	\$8,000.00	148,840.00

EXPENSES:		Item	Quantity	Unit	per Unit	Markup	Cost
		Trip to ERDC	1	Travel	600.00	1.1	660.00
		Per Diem at ERDC	4	Trip	150.00	1.1	660.00
TOTAL EXPENSES							\$ 1,320.00

SUBCONSULTANTS		Subconsultant	Subcontract Amount	Markup	Subcon Cost
A.1	Tsunami Generation and Run-Up Model	Danish Hydraulic Institute	10000.00	1.1	11,000.00
A.2	Numerical Modeling - 3D Flow at Structure	University of Washington	30,000.00	1.1	33,000.00
A.3	Physical Modeling	USACE	40,000.00	1.1	44,000.00
TOTAL SUBCONSULTANTS			#REF!		\$ 88,000.00

Total - Labor	59,520
Total - Expenses	1,320
Total - Subconsultants	88,000
TOTAL -	148,840

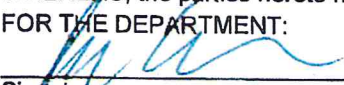
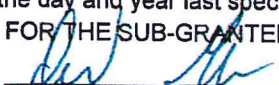


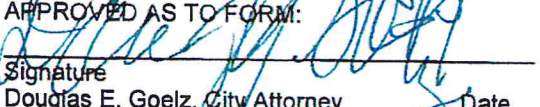
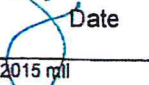
**AGREEMENT FOR PROFESSIONAL SERVICES**  
**between THE CITY OF LONG BEACH and PND ENGINEERS, INC.**

**SAFE HAVEN TSUNAMI VERTICAL EVACUATION PROJECT**

**ATTACHMENT D**

**Agreement between the Washington State Military  
Department, Emergency Management Division and the City  
of Long Beach, Washington**

**Washington State Military Department**  
**HAZARD MITIGATION GRANT AGREEMENT FACE SHEET**

1. Sub-Grantee Name and Address: <b>City of Long Beach</b> <b>115 Bolstad Avenue West</b> <b>(P.O. Box 310)</b> <b>Long Beach, WA 98631-0310</b>		2. Total Grant Amount: <b>\$449,500 (Phase 1)</b>  <b>Up to \$337,125 F; \$56,187.50 S;</b> <b>\$56,187.50 L</b>		3. Grant Number:  <b>D16-003</b>	
4. Sub-Grantee Contact, phone/email: <b>Gayle Borchard, (360) 642-4421</b> <b><a href="mailto:planner@longbeachwa.gov">planner@longbeachwa.gov</a></b>		5. Grant Start Date:  <b>April 23, 2015</b>		6. Grant End Date:  <b>March 5, 2017</b>	
7. Department Program Manager, phone/email: <b>Tim Cook, (253) 512-7072</b> <b><a href="mailto:tim.cook@mil.wa.gov">tim.cook@mil.wa.gov</a></b>		8. Data Universal Numbering System (DUNS): <b>246844667</b> <i>024684466</i> <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">DG</span>		9. UBI # (state revenue): <b>252-222-463</b> <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">DG</span> <i>-000-</i>	
10. Funding Authority: <b>Washington State Military Department (the "Department"), and Federal Emergency Management Agency (FEMA)</b>					
11. Funding Source Agreement #: <b>FEMA-4056-DR-WA-20-R</b>		12. Program Index # <b>724F3 / 722L3 NZ</b>		13. Catalog of Federal Domestic Asst. (CFDA) # & Title: <b>97.039 (HMGP)</b>	
14. TIN or SSN: <b>91-6001455</b>					
15. Service Districts: (BY LEGISLATIVE DISTRICT): <b>19th</b> (BY CONGRESSIONAL DISTRICT): <b>3rd</b>		16. Service Area by County(ies):  <b>Pacific County</b>		17. Women/Minority-Owned, State Certified?: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____	
18. Contract Classification: <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Collaborative Research <input type="checkbox"/> A/E <input type="checkbox"/> Other _____			19. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency		
20. Contractor Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO _____			21. Contractor Type (check all that apply): <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> VENDOR <input checked="" type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> OTHER		
22. BRIEF DESCRIPTION: <b>FEMA's Hazard Mitigation Grant Program provides grants for mitigation planning and cost-effective mitigation actions after a Presidential disaster declaration to reduce the risk of loss of life and property damage in future disasters. Title: City of Long Beach Tsunami Safe Haven Berm - Phase 1. This project phase provides funding for pre-construction work prior to tsunami evacuation berm construction in Long Beach, WA. Phase 1 includes site investigation &amp; acquisition, permitting, and 30% engineering &amp; design. Once Phase 1 is complete, Phase 2 will construct a vertical-evacuation, hardened-earth berm centrally located in Long Beach and adjacent to an elementary school to provide an artificial "high ground" area for over 600 children, their teachers and caregivers, residents, and visitors to shelter against tsunami inundation.</b>					
IN WITNESS WHEREOF, the Department and Sub-Grantee acknowledge and accept the terms of this Grant Agreement, exhibits, references and attachments hereto and have executed this Grant Agreement as of the date and year written below. This Grant Agreement Face Sheet; Special Terms & Conditions (Attachment 1); General Terms and Conditions (Attachment 2); Certification and Assurances (Attachment 3); Statement of Work and/or Description of Project (Attachment 4); Project Development Schedule (Attachment 5); Project Budget (Attachment 6); and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Grant Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the parties hereto.					
In the event of an inconsistency in this Grant Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:					
<ol style="list-style-type: none"> <li>1. <b>Applicable Federal and State Statutes and Regulations</b></li> <li>2. <b>Statement of Work and/or Project Description as outlined in FEMA approved Project Application</b></li> <li>3. <b>Special Terms and Conditions</b></li> <li>4. <b>General Terms and Conditions, and,</b></li> <li>5. <b>Other provisions of the contract incorporated by reference.</b></li> </ol>					
WHEREAS, the parties hereto have executed this Grant Agreement on the day and year last specified below.					
FOR THE DEPARTMENT:			FOR THE SUB-GRANTEE:		
 Signature Richard A. Woodruff, Contracts Administrator Washington State Military Department			 Signature David Glasson, City Administrator		
 Date			 Date		
BOILERPLATE APPROVED AS TO FORM:			APPROVED AS TO FORM:		
Brian E. Buchholz (signature on file) 1/28/2015 Assistant Attorney General			 Signature Douglas E. Goelz, City Attorney		
			 Date		

Form 1/28/2015 ml



**Washington State Military Department  
SPECIAL TERMS AND CONDITIONS**

**ARTICLE I - KEY PERSONNEL:**

1. The individuals listed below shall be considered key personnel and point of contact. Any substitution by either party must be submitted in writing.

SUB-GRANTEE		MILITARY DEPARTMENT	
Name	<b>Gayle Borchard</b>	Name	<b>Tim Cook</b>
Title	<b>Director, Community Development</b>	Title	<b>State Hazard Mitigation Officer</b>
E-Mail	<a href="mailto:planner@longbeachwa.gov">planner@longbeachwa.gov</a>	E-Mail	<a href="mailto:tim.cook@mil.wa.gov">tim.cook@mil.wa.gov</a>
Phone	<b>360-642-4421</b>	Phone	<b>253-512-7072</b>
Name	<b>David Glasson</b>	Name	<b>Dave Spicer</b>
Title	<b>Administrator, City of Long Beach</b>	Title	<b>HMGP Grant Coordinator</b>
E-Mail	<a href="mailto:administrator@longbeachwa.gov">administrator@longbeachwa.gov</a>	E-Mail	<a href="mailto:david.spicer@mil.wa.gov">david.spicer@mil.wa.gov</a>
Phone	<b>360-642-4421</b>	Phone	<b>253-512-7082</b>
Name		Name	
Title		Title	
E-Mail		E-Mail	
Phone		Phone	

**ARTICLE II – ADMINISTRATIVE AND /OR FINANCIAL MANAGEMENT AND ACCOUNTING:**

The SUB-GRANTEE shall comply with all applicable state and federal laws, regulations, and program guidance. A non-exclusive list of laws, regulations and guidance commonly applicable to FEMA grants are listed here for reference only, and include but are not limited to, the following:

1. Applicable FEMA CFR and Program Guidance provisions:
  - Title 44 Code of Federal Regulations (CFR) Part 206, Subpart N (206.430- .440), Hazard Mitigation Grant Program.
  - Title 44 CFR Part 79, Flood Mitigation Grants.
  - Title 44 CFR Part 80, Property Acquisition and Relocation for Open Space.
  - Title 44 CFR Part 7, Nondiscrimination in Federally Assisted Programs.
  - Title 44 CFR Part 9, Floodplain Management and Protection of Wetlands.
  - Title 44 CFR Part 10, Environmental Considerations.
  - Title 44 CFR Part 16, Enforcement of Nondiscrimination on the Basis of Handicap.
  - Title 44 CFR Part 17, Government wide Requirements for Drug-Free Workplace.
  - Title 44 CFR Part 18, New Restrictions on Lobbying.
  - *Hazard Mitigation Assistance Unified Guidance*, FEMA, July 12, 2013.
2. Cost Principles:
  - 2 CFR Part 220 – OMB Circular A-21, as revised, Cost Principles for Educational Institutions.
  - 2 CFR Part 225 as revised, Cost Principles for State, Local and Indian Tribal Governments.
  - 2 CFR Part 230 as revised, Cost Principles for Non-Profit Organizations.
3. Administrative Requirements:
  - 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

- OMB Circular A-102, as revised, Grants and Cooperative Agreements with State and Local Governments.
  - 2 CFR Part 215 – OMB Circular A-110, as revised, Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.
4. Audit Requirements:
- OMB Circular A-133, as revised, Audits of States, Local Governments, and Non-Profit Organizations.
5. The Sub-Grantee shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note), and complete and return to the Department Attachment 7 attached to and made a part of this Agreement.

### ARTICLE III – COMPENSATION SCHEDULE:

#### 1. PROJECT FUNDING

The Department will administer the Hazard Mitigation Grant Program and will pass through the federal match and commit the required state match. The Sub-Grantee will commit the required local match.

- a. The total cost of the project (total project cost) for the purposes of this Grant Agreement is **\$449,500** dollars; PROVIDED that, if the total cost of the project when completed, or when this Grant Agreement is terminated, is actually less than above, the actual cost shall be substituted herein.
- b. The value of the contributions by the Sub-Grantee to the project shall be **\$56,187.50** dollars, or **12.5** percent, at minimum, of the total project cost. The Sub-Grantee's contributions may be cash or in-kind, must be from a non-federal source, must be reasonable, allowable and allocable, and must comply with all Federal requirements and regulations.
- c. When the Department enters into an agreement with the Federal Emergency Management Agency (FEMA) to contribute federal funds to this project, that federal contribution will be **\$337,125.00** dollars, or **75** percent of the total project cost, whichever is less.
- d. The value of the contributions by the Department to the project shall be **\$56,187.50** dollars, or **12.5** percent, at minimum, of the total project cost. The Department's contributions must be from a non-federal source and must comply with all Federal requirements and regulations.
- e. The Department shall not be obligated to pay any amount beyond that set out in Subsections c and d above, unless that additional amount has been approved in advance by both the Department and Sub-Grantee and is incorporated by written amendment into this Grant Agreement.
- f. Except as provided in Article III, 1. g. of this Agreement, some flexibility to shift funds between budget categories is allowed as follows: Transfer of funds between total direct cost categories in the approved budget will not be reimbursed without the prior written authorization of the Department and FEMA when such cumulative transfers among those approved cost categories exceed 10 percent of the total budget. Approved budget categories are as specified or defined in the Project Budget, Attachment 6.
- g. Transfer of funds between construction and non-construction budget categories is allowed only upon prior written approval and authorization of the Department. Approved budget categories are as specified or defined in the Project Budget, Attachment 6.
- h. The funding for the complete project is provided by two grant awards. The first award letter from FEMA entitled "City of Long Beach Tsunami Safe Haven Berm - Phase 1", dated April 28, 2015, funds civil engineering, geotechnical investigation, architectural and engineering (30% design), and geotechnical engineering work in a pre-construction

phase; the second, "Phase 2", award letter from FEMA will be issued after the pre-construction phase is complete and will fund final design/engineering, the contract/bid process, and construction. Both award letters are incorporated in and made a part of this Agreement by reference (Attachment 9).

## 2. GRANT AGREEMENT PERIOD

Activities payable under this Grant Agreement and to be performed by the Sub-Grantee under this Grant Agreement shall only be those after the obligation of federal funds on April 24, 2015 and shall terminate on March 5, 2017. This period shall be referred to herein as the Grant Agreement Period and/or Period of Performance, unless expressly stated otherwise. Costs incurred during the Grant Agreement Period shall include pre-award costs authorized in writing by FEMA as well as eligible costs incurred after the effective date of the Grant Agreement Period and before termination.

- a. The Sub-Grantee shall complete the project as described in the FEMA approved project application 4056-20-R, incorporated in and made a part of this Agreement by reference, and as described in Attachments 4, 5 and 6. In the event of extenuating circumstances, the Sub-Grantee may request, in writing, that the Department extend the deadline for Grant Agreement completion. The Department may, in its sole discretion, extend the deadline only by written amendment to this Agreement.
- b. No expenditure made, or obligation incurred, before or after the Grant Agreement Period shall be eligible, in whole or in part, for grant funds with the exception of pre-award costs authorized in writing by FEMA. In addition to any remedy the Department may have under this Grant Agreement, the amounts set out in Article III, section 1. Project Funding, above, may be reduced to exclude any such expenditure from participation.
- c. Failure to complete the project in a timely manner, as outlined in Attachment 5, is a material breach of this Grant Agreement for which the Department is entitled to termination or suspension under Attachment 2, section A.35.

## 3. PROJECT PAYMENT(s)

The Department, using disaster funds from PL 93-288, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, and the State of Washington, for the Hazard Mitigation Grant Program, shall issue payments to the Sub-Grantee as follows:

- a. Payment for eligible, reimbursable work completed and billed on an A-19, Voucher Distribution, upon receipt of acceptable documentation, to include, but not limited to, copies of receipts for all goods and services purchased, copies of invoices from contractors and subcontractors for work completed, and copies of timesheets for staff involved with the project, sign-in/sign-out sheets for donated personnel and/or volunteer time spent on the project, and documentation to support other in-kind contributions.
- b. The Department reserves the right to withhold disbursement of up to 10 percent of the total project cost, as specified in Article III, section 1, Project Funding, to the Sub-Grantee until the project has been completed and given final approval by the Department.
- c. Final Payment: Final payment of any remaining, or withheld, funds will be made within 60 days after submission by the Sub-Grantee of the final report, final A-19, Voucher Distribution, and completion of all final inspections by the Department.

Final payment by the Department also may be conditioned upon a financial review, if determined necessary by the Department. Adjustments to the final payment may be made following any audits conducted by the Department, Washington State Auditor's Office, the United States Inspector General, or their authorized representatives.



#### **ARTICLE IV – DOCUMENTATION**

The Sub-Grantee is required to retain all documentation which adequately identifies the source and application of all mitigation grant funds for six years following the closure of this grant. For all funds received, source documentation includes adequate accounting of actual costs and recoveries incurred.

#### **ARTICLE V – REPORTS:**

1. In addition to the reports as may be required elsewhere in this Grant Agreement, the Sub-Grantee shall promptly prepare and submit the following reports to the Department's Key Personnel:
  - a. Quarterly progress reports, no later than the 15<sup>th</sup> day following the end of the fiscal quarter, indicating the status of the project, to include a brief narrative on progress during the quarter. The report shall identify the costs incurred to date, the percentage of work completed, the anticipated completion date of the project, and whether cost under runs or over runs are expected. In addition, the Sub-Grantee should note any challenges or issues associated with the project. Failure to submit a complete quarterly report within 15 days following the end of the quarter will result in suspension of all payments to the Sub-Grantee until a complete quarterly report is received by the Department.
  - b. A final report when the project is completed prematurely terminated, or project assistance is terminated. The report shall include a final accounting of all expenditures and a description of work accomplished. If the project is not completed, the report shall contain an estimate of the percentage of completion, and shall indicate the degree of usefulness of the completed project. The report shall account for all expenditures not previously reported and shall include a summary for the entire project.

#### **ARTICLE VI – TIME EXTENSIONS**

A time extension request for Grant Agreement completion must be submitted by the Sub-Grantee to the Department no later than 60 days before the end of the Period of Performance. A time extension request must be in writing and identify the project, the reason the project has not been completed within the approved Period of Performance, a current status of the completion of the work, a detailed timeline for completion of the remaining elements, and an anticipated completion date for the completion of the remaining work. Failure to timely submit a complete time extension request may result in denial of the time extension and loss of funding for the project.

#### **ARTICLE VII – SUBRECIPIENT MONITORING:**

1. The Department may monitor the use of project funding, costs, and activities by the Sub-Grantee under this Grant Agreement during the Period of Performance and for the life of any equipment purchased under this Grant Agreement for compliance with federal and state laws and regulations, audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F or OMB Circular A-133, as amended. As a subrecipient of federal financial assistance under 2 CFR Part 200 Subpart F/Circular A-133, the Sub-grantee shall complete and return to the Department Attachment 8 "2 CFR Part 200 Subpart F/OMB Circular A-133 Audit Certification Form" with the signed Grant Agreement and each fiscal year thereafter until the Grant Agreement is closed, which form is incorporated in and made a part of this Agreement.
2. Monitoring activities may include, but are not limited to:
  - a. Review of quarterly project performance reports;
  - b. Review of all documentation related to Sub-Grantee completion of Grant Agreement deliverables and compliance with the Grant Agreement;

- c. Review of reimbursement requests to ensure allowability and consistency with Grant Agreement budget;
  - d. On-site visits with the Sub-Grantee and of the project to review work in progress, equipment records and inventories, verify source documentation for reimbursement requests and performance reports, verify other supporting documentation, and verify completion of the project funded under this Grant Agreement.
3. As a subrecipient of federal funds, the Sub-Grantee is required to meet or exceed the monitoring activities, as outlined above, for all contractors, consultants, and subrecipients who receive pass-through funding from this Grant Agreement.

#### **ARTICLE VIII – CLOSE-OUT**

To initiate close-out, the Sub-Grantee is required to certify in writing the date completed and total amount expended on the project on FINAL PROJECT REPORT form to the Department. After receipt of the FINAL PROJECT REPORT form, the Department will conduct a site inspection and review supporting documentation for compliance with the requirements of the Grant Agreement.

Prior to project close-out, the Sub-Grantee shall provide the Department with acceptable documentation supporting compliance with the Grant Agreement. General documentation supporting compliance with the Grant Agreement typically includes, but is not limited to, the following:

- Photographs of the structures or properties involved in the project **prior** to project implementation **and after** project implementation.
- Digital geospatial coordinates (latitude and longitude) for each structure with an accuracy of  $\pm 20$  meters (64) feet.
- Certificate of occupancy or equivalent documentation from the appropriate regulatory authority for each structure to certify it is code-compliant.
- Certification that the Sub-Grantee has met the environmental and historic preservation conditions of the grant award as described in this Grant Agreement.
- Copies of all compliance and consultation documentation required by the grant award as described in the Grant Agreement (e.g., coastal zone management consistency determination from Department of Ecology).
- Copies of all documentation related to inspection for and removal and disposal of asbestos and other hazardous materials from each property.

Specific additional documentation requirements for projects to acquire properties for open space include, but are not limited to, the following:

- Signed Statement of Voluntary Participation from owner of each acquired property.
- Documentation of dates of acquisition and structure demolition or removal from property for each property.
- Copy of recorded open space deed restrictions for each acquired property.
- Copy of AW-501 form filed with National Flood Insurance Program for each acquired repetitive loss property.
- Documentation of consultation with Army Corps of Engineers and State Department of Transportation regarding future use of each property.

Specific additional documentation requirements for projects to elevate structures above the base flood elevation include, but are not limited to, the following:

- Photographs of the structures prior to elevation, and front, rear and side photos post-elevation.
- Copies of the pre-project elevation certificate for each structure, or documentation of methodology used to calculate the first-floor elevations.

- Copies of the post-project elevation certificate for each structure.
- Copies of certificate of occupancy for each elevated structure to certify that it is code compliant.
- Certification by an engineer, floodplain manager or other senior official of the Sub-Grantee that each completed structural elevation is in compliance with local ordinances and National Flood Insurance Program regulations and technical bulletins.
- Copy of AW-501 form filed with National Flood Insurance Program for each elevated repetitive loss property.
- Copies of proof of flood insurance for each elevated structure.
- Copies of the recorded deed restriction related to maintenance of flood insurance for each property within the Special Flood Hazard Area.

The Department will consult with the Sub-Grantee regarding other documentation requirements of the Grant Agreement throughout the Period of Performance.

## ARTICLE IX – ADDITIONAL SPECIAL CONDITIONS

### 1. CONSTRUCTION DOCUMENTS, CONTRACTS, CHANGE ORDERS

- a. Construction Document Approval: The Sub-Grantee agrees to submit one copy of all construction plans and specifications to the Department for review and approval ***prior to*** solicitation of bids for construction. Review by the Department will be for compliance with the terms of this Grant Agreement.
- b. Construction Contracts: Construction contracts shall be awarded through a process of competitive bidding, if required by federal, state and local law and in compliance with applicable procurement requirements of 44 CFR Part 13, section 13.36. Copies of all bids and contracts awarded shall be submitted to the Department upon request. Where all bids are substantially in excess of project estimates, the Department may, by notice in writing, suspend the project for determination of appropriate action, which may include termination of the Grant Agreement.
- c. Construction Change Order: All change orders must be in writing and shall be submitted to the Department. The Sub-Grantee shall pay any increase in the cost of the project as the result of a change order, unless the Department has agreed to the change with a written amendment to this Grant Agreement.

### 2. PROCUREMENT

The Sub-Grantee shall comply with the requirements of 44 CFR Part 13, section 13.36, Procurement, when procuring services, supplies, and property funded by this grant agreement. The Sub-Grantee must use its own procurement procedures which are consistent with applicable State and local laws and regulations, ***provided*** that the procurements conform to applicable Federal law and the standards identified in 44 CFR Part 13, section 13.36 as amended. Depending upon the scale of the procurement and the type of services or property to be procured under this Grant Agreement, the Sub-Grantee must use one of the following for its procurement:

- a. Small purchases. The Sub-Grantee shall obtain price or rate quotations from an adequate number of qualified sources for securing services, supplies, or other property that do not cost more than the federal simplified acquisition threshold, currently set at \$100,000.
- b. Sealed bids (formal advertising). The Sub-Grantee shall publicly solicit and award a firm-fixed-price contract (lump sum or unit price) to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price.

- c. Competitive proposals. The Sub-Grantee, when conditions are not appropriate for the use of sealed bids, shall solicit competitive proposals when more than one source is submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded.
- d. Non-competitive proposals. The Sub-Grantee may procure services or property through solicitation of a proposal from only one source, or after solicitation of a number of sources if competition is determined inadequate. Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals, and one of the following circumstances applies: the item is available only from a single source; the public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation; the Department authorizes noncompetitive proposals; or competition is determined inadequate after solicitation of a number of sources.

The Sub-Grantee must maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

The Sub-Grantee will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

The Sub-Grantee will maintain records sufficient to detail the significant history of the procurement. These records will include, but are not limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

The Sub-Grantee will conduct all procurement transactions in a manner providing full and open competition consistent with the standards of 44 CFR Part 13, section 13.36.

### 3. ACQUISITION AND MANAGEMENT OF EQUIPMENT

The Sub-Grantee agrees that all equipment purchased under this Grant Agreement will be recorded and maintained in the Sub-Grantee's equipment inventory system, in compliance with 44 CFR 13.32, Equipment.

1. Upon successful completion of the terms of this Grant Agreement, all equipment purchased through this Grant Agreement will be owned by the Sub-Grantee.
2. The Sub-Grantee shall be responsible for any and all operation and maintenance expenses and for the safe operation of their equipment including all questions of liability.
3. The Sub-Grantee shall maintain equipment records that include: a description of the property; the manufacturer's serial number, model number, or other identification number; the source of the equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; who holds title; the acquisition date; the cost of the equipment and the percentage of Federal participation in the cost; the location, use and condition of the equipment at the date the information was reported; and disposition data including the date of disposal and sale price of the property.
4. Records for equipment shall be retained by the Sub-Grantee for a period of six years from the date of the disposition, replacement or transfer. If any litigation, claim, or audit is started before the expiration of the six year period, the records shall be retained by the Sub-Grantee until all litigation, claims, or audit findings involving the records have been resolved.
5. The Sub-Grantee shall take a physical inventory of the equipment and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Sub-Grantee to determine the cause of the difference. The Sub-Grantee shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.

6. The Sub-Grantee shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage or theft shall be investigated and a report generated.
7. The Sub-Grantee will develop adequate maintenance procedures to keep the property in good condition.
8. If the Sub-Grantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
9. When original or replacement equipment is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, disposition of the equipment will be made as follows:
  - i. Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of by the Sub-Grantee with no further obligation to the awarding agency.
  - ii. Items of equipment with a current per-unit fair market value of more than \$5,000 may be retained or sold and the Sub-Grantee shall compensate the Federal-sponsoring agency for its share.
10. As a subrecipient of federal funds, the Sub-Grantee must pass on equipment management requirements that meet or exceed the requirements outlined above for all contractors, consultants, and subrecipients who receive pass-through funding from this grant agreement.
4. As a recipient of federal financial assistance under this Agreement, the Sub-grantee shall comply with all applicable state and federal statutes, regulations, executive orders, and guidelines, including but not limited to the following:
  - a. All applicable state and federal statutes, regulations and executive orders relating to nondiscrimination, including but not limited to the following: (a) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.) which prohibits discrimination on the basis of race, color or national origin; (b) the Civil Rights Act of 1968 (42 U.S.C. 3601), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex; (c) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 et seq.), which prohibits discrimination on the basis of sex; (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability; (e) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age; (j) Clean Air Act of 1970, (k) Clean Water Act of 1977, (n) Coastal Wetlands Planning, (o) Protection, and Restoration Act of 1990, (f) the Fair Housing Amendments Act of 1988, as amended (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (g) the Americans with Disabilities Act, as amended (42 U.S.C. §§ 12101-12213) which prohibits discrimination on the basis of disability; and (h) Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency.
  - b. All applicable state and federal statutes, regulations, executive orders and guidelines relating to environmental and historical preservation, including but not limited to the following: (a) the Coastal Wetlands Planning, Protection and Restoration Act of 1990, as amended (16 U.S.C. 3951 et seq.), Executive Order 11990 and 44 CFR Part 9; (b) the Clean Air Act of 1970, as amended (42 U.S.C. §7401) and the Clean Water Act of 1977, as amended (38 U.S.C. §§ 1251-1387) and Executive Order 11738; (c) floodplains management pursuant to EO 11988, as amended; (e) the Coastal Zone Management Act of 1972, as amended (P.L. 92-583, 16 U.S.C. §§1451 et seq.); (d) the National Environmental Policy Act, as amended (42 U.S.C. §4321); (e) the Safe Drinking Water Act of 1974, as

- amended (PL 93-523); (f) the Endangered Species Act of 1973, as amended (PL 93-205); and (g) the National Historic Preservation Act, as amended (PL 89-665, 16 U.S.C. §470 et seq.) and 36 CFR Part 800.
  - c. The Drug-Free Workplace Act of 1988, as amended (41 U.S.C. §701 et seq., 2 CFR 3001, 44 CFR Part 17).
  - d. Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. §7104) and 2 CFR §175.
  - e. The requirements of 45 CFR Part 46 Protection of Human Subjects for purposes of research, and the requirements in DHS Directive 026-04.
  - f. The requirements of the Animal Welfare Act of 1966, as amended (7 U.S.C. §2131 et. seq.).
  - g. The Flood Disaster Protection Act of 1973 the National Flood Insurance Act of 1968, as amended (42 U.S.C. §4001 et seq.).
  - h. The USA Patriot Act of 2001, as amended (18 U.S.C. §§175-175c).
  - i. The Fly America Act of 1974, as amended (49 U.S.C. §40118) and the interpretive guidelines issued by the Comptroller General of the United States March 31, 1981, amendment to Comptroller General Decision B138942.
  - j. The False Claims Act (FCA) (31 U.S.C. § 3729).
  - k. Section 6 of the Hotel and Motel Safety Act of 1990 (15 U.S.C. §2225(a), ensuring that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention Control Act of 1974, 15 U.S.C. §2225.
5. The Sub-grantee must comply with any Federal requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
  6. The Sub-grantee must obtain FEMA and Department of Homeland Security (DHS) approval prior to using the FEMA or DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
  7. The Sub-grantee must ensure that any project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
  8. If, during the past three years, the sub-grantee has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the Sub-grantee must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the Department for forwarding to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the Sub-grantee, or the Sub-grantee settles a case or matter alleging such discrimination, Sub-grantees must forward a copy of the complaint and findings to the DHS Component and/or awarding office. The United States has the right to seek judicial enforcement of these obligations.
  9. If the Sub-grantee collects personally identifiable information (PII), the Sub-grantee must have a publically-available policy that describes what PII is collected, how the PII is used, whether the PII is shared with third parties, and how individuals may have their PII corrected as necessary.
  10. The Sub-grantee and any of its sub-recipients are required to be non-delinquent in repayment of any Federal debt.

**Washington State Military Department  
GENERAL TERMS AND CONDITIONS  
Mitigation Grants**

**A.1 DEFINITIONS**

As used throughout this Grant Agreement, the following terms will have the meaning set forth below:

- a. **"Department"** means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department.
- a. **"Sub-grantee"** means the government or other eligible legal entity to which a sub-grant is awarded and which is accountable to the Grantee for the use of the funds provided under this Grant Agreement, and includes all employees of the Sub-grantee and any sub-contractor retained by the Sub-grantee as permitted under the terms of this Grant Agreement. The term "Sub-grantee" and "Contractor" may be used interchangeably in this Agreement.
- b. **"Sub-grantee Agent"** means the official representative and alternate designated or appointed by the Sub-grantee in writing and authorized to make decisions on behalf of the Sub-grantee.
- c. **"Grantee"** means the government to which a grant is awarded and which is accountable for the use of the funds provided. The Grantee is an entire legal entity even if only a particular component of the entity is designated in the grant award document. For the purpose of this Grant Agreement, the state of Washington is the Grantee. The Grantee and the Department are one and the same.
- d. **"Monitoring Activities"** means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, authorities, and policies.
- e. **"Project"** shall mean those activities as described in the FEMA approved project application 4056-20-R, which are incorporated in and made a part of this Agreement by reference, and as described in Attachments 4, 5 and 6.
- g. **"PL"** – is defined and used herein to mean the Public Law.
- h. **"CFR"** – is defined and used herein to mean the Code of Federal Regulations.
- i. **"OMB"** – is defined and used herein to mean the Office of Management and Budget.
- j. **"WAC"** – is defined and used herein to mean the Washington Administrative Code.
- k. **"RCW"** – is defined and used herein to mean the Revised Code of Washington.

**A.2 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)**

Non-federal entities, as subrecipients of a federal award, that expend \$750,000 or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F or Office of Management and Budget (OMB) Circular A-133-Audits of States, Local Governments, and Non-Profit Organizations (amended June 27, 2003, effective for fiscal years ending after December 31, 2003, and further amended June 26, 2007), as applicable. Non-federal entities that spend less than \$750,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F/Circular No. A-133. As defined in 2 CFR Part 200/Circular A-133, the term "non-federal entity" means a State, local government, Indian tribe, institution of higher education, or non-profit organization that carries out a federal award as a recipient or subrecipient.

Sub-grantees that qualify as subrecipients required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The Sub-grantee has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F/Circular A-133, to

include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200 Subpart F/Circular A-133.

The Sub-grantee shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any sub-contractors also maintain auditable records.

The Sub-grantee is responsible for any audit exceptions incurred by its own organization or that of its sub-contractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Sub-grantee must respond to Department requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The Department reserves the right to recover from the Sub-grantee all disallowed costs resulting from the audit.

Once the single audit has been completed, the Sub-grantee must send a full copy of the audit to the Department and a letter stating there were no findings, or if there were findings, the letter should provide a list of the findings. The Sub-grantee must send the audit and the letter no later than nine (9) months after the end of the Sub-grantee's fiscal year(s) to:

**Contracts Office  
Washington Military Department  
Finance Division, Building #1 TA-20  
Camp Murray, WA 98430-5032**

In addition to sending a copy of the audit, the Sub-grantee must include a corrective action plan for any audit findings and a copy of the management letter if one was received.

If Sub-grantee claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F/Circular A-133, Sub-grantee must send a letter identifying this Grant Agreement and explaining the criteria for exemption no later than nine (9) months after the end of the Sub-grantee fiscal year(s) to:

**Contracts Office  
Washington Military Department  
Finance Division, Building #1 TA-20  
Camp Murray, WA 98430-5032**

The Department retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

The Sub-grantee shall include the above audit requirements in any sub-contracts.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F/Circular A-133 is a material requirement of this Grant Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F/Circular A-133, the Sub-grantees failure to comply with said audit requirements may result in one or more of the following actions in the Department's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F/Circular A-133; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

### **A.3 ADVANCE PAYMENTS PROHIBITED**

The Department shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. Sub-grantee shall not invoice the Department in advance of delivery and invoicing of such goods or services.



A.4 AMENDMENTS AND MODIFICATIONS

The Sub-grantee or the Department may request, in writing, an amendment or modification of this Grant Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the Department and the Sub-grantee. No other understandings or agreements, written or oral, shall be binding on the parties.

A.5 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.

The Sub-grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

A.6 APPLICATION REPRESENTATION-MISREPRESENTATION, INACCURACY AND BREACH

The Department relies upon the Sub-Grantee's application in making its determinations as to eligibility for, selection for, and scope of funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Grant Agreement.

A.6 ASSURANCES

Department and Sub-grantee agree that all activity pursuant to this Grant Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations.

A.7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Grant Agreement, the Sub-grantee certifies that the Sub-grantee is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Grant Agreement by any federal department or agency.

If requested by the Department, the Sub-grantee shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Sub-grantee for this Grant Agreement shall be incorporated into this Grant Agreement by reference.

Further, the Sub-grantee agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The Sub-grantee certifies that it will ensure that potential sub-contractors or sub-recipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed \$25,000, and sub-awards to sub-recipients for any amount. With respect to covered transactions, the Sub-grantee may comply with this provision by obtaining a certification statement from the potential sub-contractor or sub-recipient or by checking the System for Award Management (<http://www.sam.gov>) maintained by the federal government. The Sub-grantee also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (<http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/>).

The SUB-GRANTEE also agrees not to enter into any agreements or contracts for the purchase of goods and services with any party on the Department of Enterprise Services' Debarred Vendor List (<http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/Vendor-Debarment.aspx>).

A.8 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the Sub-grantee hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the Sub-grantee to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Grant Agreement, grant, loan, or cooperative agreement, the Sub-grantee will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the Sub-grantee will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

A.9 CONFLICT OF INTEREST

No officer or employee of the Department; no member, officer, or employee of the Sub-grantee or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of such the Sub-grantee who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Grant Agreement. The Sub-grantee shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to this provision.

A.10 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The Sub-grantee and all its contractors shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

In the event of the Sub-grantee's or its contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, the Department may rescind, cancel, or terminate the Grant Agreement in whole or in part in its sole discretion. The Sub-grantee is responsible for all costs or liability arising from its failure to comply with applicable law, regulation, executive order, OMB Circular or policy.

A.11 DISCLOSURE

The use or disclosure by any party of any information concerning the Department for any purpose not directly connected with the administration of the Department's or the Sub-grantee's responsibilities with respect to services provided under this Grant Agreement is prohibited except by prior written consent of the Department or as required to comply with the state Public Records Act, other law or court order.

A.12 DISPUTES

Except as otherwise provided in this contract, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The panel shall consist of a representative appointed by the Department, a representative appointed by the Contractor and a third party mutually agreed upon by both parties. The panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs, and share equally the cost of the third panel member.

A.13 DUPLICATION OF BENEFITS

The Sub-Grantee agrees that the mitigation grant funds for which federal or state assistance is requested does not, or will not, duplicate benefits or funds received for the same purpose from any other source. The Sub-Grantee will pursue full payment of eligible insurance benefits for properties covered in a project under this Grant Agreement. The Sub-Grantee will repay any mitigation grant funds that are duplicated by other benefits, funds, or insurance proceeds.

A.14 HAZARDOUS SUBSTANCES

The Sub-Grantee shall inspect and investigate the proposed development/construction site for the presence of hazardous substances. The Sub-Grantee shall fully disclose to the Department the results of its inspection and investigation and all other knowledge the Sub-Grantee has as to the presence of any hazardous substances at the proposed development/construction project site. The Sub-Grantee will be responsible for any associated clean-up costs. "Hazardous Substance" is defined in RCW 70.105D.020 (10).

A.15 LEGAL RELATIONS

It is understood and agreed that this Grant Agreement is solely for the benefit of the parties to the Grant Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Grant Agreement.

To the extent allowed by law, the Sub-grantee, its successors or assigns, will protect, save and hold harmless the Department, the State of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the Sub-grantee, its sub-contractors, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Grant Agreement.

To the extent allowed by law, the Sub-grantee further agrees to defend the Department and the State of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Grant Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the Department; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the Department,

and (2) the Sub-grantee, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Sub-grantee, or Sub-grantee's agents or employees.

Insofar as the funding source, the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA), is an agency of the federal government, the following shall apply:

44 CFR 206.9 Non-liability. The federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the federal government in carrying out the provisions of the Stafford Act.

A.16 LIMITATION OF AUTHORITY – Authorized Signature

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the Department's Authorized Signature representative and the Authorized Signature representative of the Sub-grantee or Alternate for the Sub-grantee, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Grant Agreement is not effective or binding unless made in writing and signed by both parties Authorized Signature representatives. Further, only the Authorized Signature representative or Alternate for the Sub-grantee shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans, and other requests, certifications and documents authorized by or required under this Agreement.

A.17 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the Department may unilaterally reduce the scope of work and budget or unilaterally terminate all or part of the Agreement as a "Termination for Cause" without providing the Sub-grantee an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the Department has no obligation to do so.

A.18 NONASSIGNABILITY

Neither this Grant Agreement, nor any claim arising under this Grant Agreement, shall be transferred or assigned by the Sub-grantee.

A.19 NONDISCRIMINATION

The Sub-grantee shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Grant Agreement.

A.20 NOTICES

The Sub-grantee shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and shall maintain a record of this compliance.

A.21 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)

The Sub-grantee represents and warrants that its work place does now or will meet all applicable federal and state safety and health regulations that are in effect during the Sub-grantee's performance under this Grant Agreement. To the extent allowed by law, the Sub-grantee further agrees to indemnify and hold harmless the Department and its



employees and agents from all liability, damages and costs of any nature, including but not limited to, costs of suits and attorneys' fees assessed against the Department, as a result of the failure of the Sub-grantee to so comply.

A.22 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The Department makes no claim to any capital facilities or real property improved or constructed with funds under this Grant Agreement, and by this grant of funds does not and will not acquire any ownership interest or title to such property of the Sub-grantee. The Sub-grantee shall assume all liabilities arising from the ownership and operation of the project and agrees to hold the Department and the state of Washington and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.23 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.24 PRIVACY

Personal information collected, used or acquired in connection with this agreement shall be used solely for the purposes of this agreement. Sub-Grantee and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the Department or as provided by law or court order. Sub-Grantee agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

The Department reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the Sub-Grantee through this contract. The monitoring, auditing or investigating may include but is not limited to "salting" by the Department. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The Sub-Grantee agrees to indemnify and hold harmless the Department for any damages related to the Sub-Grantee's unauthorized use, loss or disclosure of personal information.

For purposes of this provision, personal information includes, but is not limited to, information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services, or other activities, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.

A.25 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Grant Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Grant Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.26 PUBLICITY

The Sub-grantee agrees to submit to the Department prior to issuance all advertising and publicity matters relating to this Grant Agreement wherein the Department's name is mentioned or language used from which the connection of the Department's name may, in the Department's judgment, be inferred or implied. The Sub-grantee agrees not to publish or use such advertising and publicity matters without the prior written consent of the Department. The Sub-grantee may copyright original work it develops in the course

of or under this Grant Agreement; however, pursuant to 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

Publication resulting from work performed under this Grant Agreement shall include an acknowledgement of FEMA's financial support, by CFDA number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

**A.27 RECAPTURE PROVISION**

In the event the Sub-grantee fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws and/or the provisions of the Grant Agreement, the Department reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Grant Agreement termination. Repayment by the Sub-grantee of funds under this recapture provision shall occur within 30 days of demand.

In the event the Department is required to institute legal proceedings to enforce the recapture provision, the Department shall be entitled to its costs thereof, including attorney fees.

**A.28 RECORDS**

- a. The Sub-grantee agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the Sub-grantee's contracts, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Grant Agreement (the "records").
- b. The Sub-grantee's records related to this Grant Agreement and the projects funded may be inspected and audited by the Department or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the Sub-grantee with the terms of this Grant Agreement and to determine the appropriate level of funding to be paid under the Grant Agreement.
- c. The records shall be made available by the Sub-grantee for such inspection and audit, together with suitable space for such purpose, at any and all times during the Sub-grantee's normal working day.
- d. The Sub-grantee shall retain and allow access to all records related to this Grant Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Grant Agreement.

**A.29 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN**

While the Department undertakes to assist the Sub-grantee with the project/statement of work/work plan (project) by providing grant funds pursuant to this Grant Agreement, the project itself remains the sole responsibility of the Sub-grantee. The Department undertakes no responsibility to the Sub-grantee, or to any third party, other than as is expressly set out in this Grant Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the Sub-grantee, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the Sub-grantee shall ensure that all applicable Federal, State, and local permits and clearances are obtained, including but not limited to FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws and executive orders.

The Sub-grantee shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the Sub-grantee in connection with the project. The Sub-grantee shall not look to the Department, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including but not limited to cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.30 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Grant Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Grant Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Grant Agreement are declared severable.

A.31 SUB-CONTRACTING

The Sub-grantee shall use a competitive procurement process in the award of any contracts with contractors or sub-contractors that are entered into under the original contract award. The procurement process followed shall be in accordance with 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, or with OMB Circular A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations, as applicable to the Sub-grantee.

As required by Section 694 of the "Post-Katrina Emergency Management Reform Act" (P.L. 109-295), which amended section 307 of the Stafford Act, 42 U.S.C. 5150, contracts or agreements with private organizations, firms or individuals for debris clearance, distribution of supplies, reconstruction, and other major disaster assistance activities, shall be awarded to those organizations, firms and individuals residing or doing business primarily in the geographical area affected by the disaster, to the extent feasible and practicable. Such contracts or agreements with private organizations, firms, or individuals, not residing or doing business primarily in the geographical area affected by the declared disaster shall be justified in writing in the Sub-Grantee's contract file, with documentation provided to the Department. Contracts in place prior to a declaration should be transitioned to such local organizations, firms or individuals unless the head of the Sub-Grantee organization determines that it is not feasible or practicable. This determination must be documented in the Sub-Grantee's grant agreement file, with documentation provided to the Department. The transition requirement should not be construed to require an Sub-Grantee to breach an existing contract.

Sub-Grantees must comply with the following provisions regarding procurement, and all Sub-Grantee contracts with sub-contractors must contain the following provisions regarding procurement, per 44 CFR Part 13.36(i):

- 1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (All contracts more than the simplified acquisition threshold).
- 2) Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000).
- 3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub-grantees).

- 4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and sub-grants for construction or repair).
- 5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2,000 awarded by grantees and sub-grantees when required by Federal grant program legislation).
- 6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and sub-grantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).
- 7) Notice of awarding agency requirements and regulations pertaining to reporting.
- 8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- 9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- 10) Access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- 11) Retention of all required records for three years after grantees or sub-grantees make final payments and all other pending matters are closed.
- 12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (All contracts, sub-contracts, and sub-grants of amounts in excess of \$100,000).
- 13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

The Department reserves the right to review the Sub-Grantee procurement plans and documents, and require the Sub-Grantee to make changes to bring its plans and documents into compliance with the requirements of 44 CFR Part 13.36. The Sub-Grantee must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the Sub-Grantee and Department to make a determination on eligibility of project costs.

All sub-contracting agreements entered into pursuant to this Grant Agreement shall incorporate this Grant Agreement by reference.

#### A.32 SUB-GRANTEE NOT EMPLOYEE

The parties intend that an independent contractor relationship will be created by this Grant Agreement. The Sub-grantee, and/or employees or agents performing under this Grant Agreement are not employees or agents of the Department in any manner whatsoever. The Sub-grantee will not be presented as nor claim to be an officer or employee of the Department or of the State of Washington by reason of this Grant Agreement, nor will the Sub-grantee make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the Department or of the



State of Washington by reason of this Grant Agreement, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

It is understood that if the Sub-grantee is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the state of Washington in their own right and not by reason of this Grant Agreement.

A.33 TAXES, FEES AND LICENSES

Unless otherwise provided in this Grant Agreement, the Sub-grantee shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the Sub-grantee or its staff required by statute or regulation that are applicable to Grant Agreement performance.

A.34 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Grant Agreement, the Sub-grantee may terminate this Grant Agreement by providing written notice of such termination to the Department's Key Personnel identified in the Grant Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Grant Agreement, the Department, in its sole discretion and in the best interests of the State of Washington, may terminate this Grant Agreement in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing to the Sub-grantee. Upon notice of termination for convenience, the Department reserves the right to suspend all or part of the Grant Agreement, withhold further payments, or prohibit the Sub-grantee from incurring additional obligations of funds. In the event of termination, the Sub-grantee shall be liable for all damages as authorized by law. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.35 TERMINATION OR SUSPENSION FOR CAUSE

In the event the Department, in its sole discretion, determines the Sub-grantee has failed to fulfill in a timely and proper manner its obligations under this Grant Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the Sub-grantee unable to perform any aspect of the Grant Agreement, or has violated any of the covenants, agreements or stipulations of this Grant Agreement, the Department has the right to immediately suspend or terminate this Grant Agreement in whole or in part.

The Department may notify the Sub-grantee in writing of the need to take corrective action and provide a period of time in which to cure. The Department is not required to allow the Sub-grantee an opportunity to cure if it is not feasible as determined solely within the Department's discretion. Any time allowed for cure shall not diminish or eliminate the Sub-grantee liability for damages or otherwise affect any other remedies available to the Department. If the Department allows the Sub-grantee an opportunity to cure, the Department shall notify the Sub-grantee in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the Department, or if such corrective action is deemed by the Department to be insufficient, the Grant Agreement may be terminated in whole or in part.

The Department reserves the right to suspend all or part of the Grant Agreement, withhold further payments, or prohibit the Sub-grantee from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the Sub-grantee, if allowed, or pending a decision by the Department to terminate the Grant Agreement in whole or in part.

In the event of termination, the Sub-grantee shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original Grant Agreement and the replacement or cover Grant Agreement and all administrative costs directly related to the replacement Grant Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the Sub-grantee: (1) was not in default or material breach, or (2) failure to perform was outside of the Sub-grantee's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

A.36 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the Department terminates this Grant Agreement, the Sub-grantee shall follow any procedures specified in the termination notice. Upon termination of this Grant Agreement and in addition to any other rights provided in this Grant Agreement, the Department may require the Sub-grantee to deliver to the Department any property specifically produced or acquired for the performance of such part of this Grant Agreement as has been terminated.

If the termination is for convenience, the Department shall pay to the Sub-grantee agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the Department prior to the effective date of Grant Agreement termination, and the amount agreed upon by the Sub-grantee and the Department for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the Department, (iii) other work, services and/or equipment or supplies which are accepted by the Department, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Grant Agreement. If the termination is for cause, the Department shall determine the extent of the liability of the Department. The Department shall have no other obligation to the Sub-grantee for termination. The Department may withhold from any amounts due the Sub-grantee such sum as the Department determines to be necessary to protect the Department against potential loss or liability.

The rights and remedies of the Department provided in this Grant Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the Department in writing, the Sub-grantee shall:

- a. Stop work under the Grant Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or sub-contracts for materials, services, supplies, equipment and/or facilities in relation to this Grant Agreement except as may be necessary for completion of such portion of the work under the Grant Agreement as is not terminated;
- c. Assign to the Department, in the manner, at the times, and to the extent directed by the Department, all of the rights, title, and interest of the Sub-grantee under the orders and sub-contracts so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and sub-contracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and sub-contracts, with the approval or ratification of the Department to the extent the Department may require, which approval or ratification shall be final for all the purposes of this clause;

- e. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the Grant Agreement had been completed, would have been required to be furnished to the Department;
- f. Complete performance of such part of the work as shall not have been terminated by the Department in compliance with all contractual requirements; and
- g. Take such action as may be necessary, or as the Department may require, for the protection and preservation of the property related to this Grant Agreement which is in the possession of the Sub-grantee and in which the Department has or may acquire an interest.

A.37 TRAVEL AND SUBSISTENCE REIMBURSEMENT

Unless the Grant Agreement specifically provides for different rates, any travel or subsistence reimbursement allowed under the Agreement shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended. The Sub-grantee may be required to provide to the Department copies of receipts for any travel related expenses other than meals and mileage (example: parking) that are authorized under this Agreement.

A.38 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The Sub-grantee is encouraged to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Grant Agreement. The Sub-grantee may set utilization standards, based upon local conditions or may utilize the state of Washington MWBE goals, as identified in WAC 326-30-041.

A.39 VENUE

This Grant Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Grant Agreement shall be the Superior Court of Thurston County, Washington. The Sub-grantee, by execution of this Grant Agreement acknowledges the jurisdiction of the courts of the State of Washington.

A.40 WAIVERS

No conditions or provisions of this Grant Agreement can be waived unless approved in advance by the Department in writing. The Department's failure to insist upon strict performance of any provision of the Grant Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Grant Agreement.

**CERTIFICATION AND ASSURANCES****FEMA Form 20-16B: Assurances – Construction Programs**

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the nonfederal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without prior permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or state.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply, as applicable, with the Intergovernmental Personnel Act of 1970 (42 USC Sections 4701 et seq.) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
9. Will comply, as applicable, with the Lead-Based Paint Poisoning Prevention Act (42 USC chapter 63), as amended.
10. Will comply, as applicable, with all state and federal statutes, regulations and executive orders relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC Section 2000d) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 USC Sections 1681 et seq.), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973 (PL 93-112), as amended (29 USC Section 794), which prohibits discrimination on the basis of disabilities; (d) the

Age Discrimination Act of 1975, as amended (42 USC Sections 6101 et seq.), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 42 USC Section 290-dd-2, as amended, relating to confidentiality of substance abuse patient records; (h) the Fair Housing Act (42 USC Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, as applicable, with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646), as amended, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and Federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply, as applicable, with the provisions of the Hatch Act (5 USC Sections 1501 et seq.), as amended, which limit the political activities of certain employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with labor and wage provisions related to certain federally assisted contracts (e.g., the wage rate requirements in the Davis-Bacon Act, 40 USC Sections 3141 et seq., as amended, the Copeland Anti-Kickback provisions in 40 USC Section 3145 and 18 USC Section 874, as amended, and the Contract Work Hours and Safety Standards in 40 USC Sections 3701 et seq.).
14. Will comply, as applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (PL 93-234), as amended.
15. Will comply, as applicable, with environmental standards which may be prescribed pursuant to the following: (a) protection and enhancement of environmental quality pursuant to the National Environmental Policy Act of 1969 (PL 91-190), as amended, and Executive Order (EO) 11514, as amended; (b) administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to federal contracts, grants, or loans pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990, as amended; (d) floodplains management pursuant to EO 11988, as amended; (e) the Coastal Zone Management Act of 1972 (PL 92-583), 16 USC Section 1451 et seq.; (f) Air Quality and Emission Limitations pursuant to 42 USC Section 7401 et seq.; (g) the Safe Drinking Water Act of 1974 (PL 93-523), as amended; and (h) the Endangered Species Act of 1973 (PL 93-205), as amended.
16. Will comply, as applicable, with the Wild and Scenic Rivers Act of 1968 (PL 90-542), 16 USC Section 1271 et seq., as amended.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966 (PL 89-665), as amended, 16 USC Section 470, as amended, EO 11593 (protection and enhancement of the cultural environment), and the Archaeological and Historic Preservation Act, 16 USC Section 469 et seq., as amended.
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984, the Single Audit Act Amendments of 1996, and applicable OMB Circulars.
19. Will comply with all applicable requirements of all other federal laws, Executive Orders, regulations, Circulars, and policies governing or applicable to this program.
20. Will comply, as applicable, with the Federal Fair Labor Standards Act, 29 USC Section 201 et seq.

21. Will obtain approval, if required, by the appropriate Federal agency of the final working drawings and specifications before the project is advertised or placed on the market for bidding; will construct the project, or cause it to be constructed, to final completion in accordance with the approved plans and specifications; will submit to the appropriate Federal agency for prior approval changes that alter the cost of the project, use of space, or functional layout; and will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the construction grant program(s) have been met.
22. Will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State, and local agencies for the maintenance and operation of such facilities.
23. Will require the facility to be designed to comply with the "American Standard Specification for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117.- 1961, as modified (41 CFR 101-17.703). The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
24. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance obligates the applicant, or in the case of any transfer of such property, the transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
25. In making subgrants with nonprofit institutions under this Comprehensive Cooperative Agreement, it agrees that such grants will be subject to OMB Circular A-122, "Cost Principles for Nonprofit Organizations" included in Vol. 49, Federal Register, pages 18260 through 18277 (April 27, 1984).

Authorized Signature

Robert E. Andrew

Authorized Applicant Agent: Robert E. Andrew, Mayor

Date:

8/5/15

Alternate Authorized Signature

David Glasson

Authorized Alternate Applicant Agent: David Glasson, City Administrator

Date:

8/5/15



**STATEMENT OF WORK AND/OR DESCRIPTION OF PROJECT**

Sub-Grantee: City of Long Beach  
 PROJECT TITLE: City of Long Beach Tsunami Safe Haven Berm – Phase 1

Phase 1 of the City of Long Beach Tsunami Safe Haven project provides funds to the sub-recipient for pre-construction work to prepare for tsunami evacuation berm construction within the City of Long Beach, WA. Phase 1 includes site investigation and acquisition, wetland delineation and permitting activities, civil engineering, geotechnical investigation, architectural and engineering (30% design), and geotechnical engineering work to determine the feasibility of a Phase 2 construction project. Once Phase 1 is complete, Phase 2 will construct a vertical-evacuation, hardened-earth berm centrally located in Long Beach and adjacent to an elementary school to provide an artificial "high ground" area for over 600 children, their teachers and caregivers, residents, and visitors to shelter against tsunami inundation. A specific and more detailed scope of work is found in the FEMA approved Project Application 4056-20-R, which is incorporated herein by reference.

**The City of Long Beach Agrees To:**

1. Comply with the terms of this Agreement and all Attachments, including but not limited to, accomplish tasks and conditions outlined in the Statement of Work And/Or Description of Project-Attachment 4, comply with the Project Development Schedule-Attachment 5, and comply with the Project Budget-Attachment 6.
2. Submit quarterly reports that cover the previous three months no later than the 15<sup>th</sup> of the following month (or the next work day) in January, April, July and October until all requirements are fulfilled. Quarterly reports are required regardless of the level of work completed during the reporting period. Quarterly reports must include sufficient narrative to determine the degree to which the project has been implemented, the estimated time for completion, and significant developments such as delays or adverse conditions that might raise costs or delay completion, as well as favorable conditions allowing lower costs or earlier completion. Failure of the Sub-Grantee to submit a complete quarterly report within 15 days following the end of the quarter will result in suspension of all payments until a complete quarterly report is received by the Department.
3. Submit pen-and-ink signed, approved invoice vouchers (state form A-19) for eligible, reimbursable work completed, no more frequently than monthly and no less frequently than quarterly. Each billing must identify the task(s) completed and any other funding identification pertinent to the task(s), including match. Supporting documentation is required for all costs, to include tracking of staff time spent on the project through timesheets or other documentation approved by the Department; dated invoices from all contractors and subcontractors for work completed; dated invoices for goods and services purchased; and documentation tracking in-kind contributions of personnel, equipment and supplies, if used on the project. Project costs must be tracked and reported by approved budget cost categories as found in Project Budget, Attachment 6. Documentation of expenditures by approved budget cost categories should be made on a separate spreadsheet or table and included with each A-19, along with documentation to substantiate all project costs.
4. Return by Department staff of invoices to the Sub-Grantee if the Sub-Grantee is unable to provide sufficient documentation to staff within 15 calendar days of the staff's written request for additional documentation to support the reimbursement request.
5. Submit a signed final project report before final reimbursement is made by the Department.
6. **PROGRAMMATIC, ENVIRONMENTAL AND HISTORIC PRESERVATION CONDITIONS**

In completing this project, the Sub-Grantee must adhere to the following programmatic, environmental and historic preservation conditions:

- a. Scope of Work Change: Requests for changes to the Scope of Work after grant award are permissible as long as they do not change the nature or total project cost of the

activity, properties identified in the application, the feasibility and effectiveness of the project, or reduce the Benefit Cost Ratio below 1.0. Requests must be supported by adequate justification, including a description of the proposed change; a written explanation of the reason or reasons for the change; an outline of remaining funds available to support the change; and a full description of the work necessary to complete the activity.

A proposed change to the approved Scope of Work (as presented in the FEMA approved project application) must be submitted to the Department and FEMA in advance of implementation for re-evaluation for compliance with National Environmental Policy Act (NEPA) and other Laws and Executive Orders. Prior approval for a change to the approved Scope of Work must be obtained from the Department and FEMA before the change is implemented. Failure to obtain prior approval for a revised Scope of Work could result in ineligibility of resulting costs.

- b. Comply with all applicable federal, state and local laws and regulations. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding provided by this Grant Agreement.
- c. Ensure that all completed work is in compliance with applicable state and local buildings codes and flood damage prevention legislation.
- d. Monitor site work during ground-disturbing activities for evidence of potential archaeological resources that are uncovered. Sub-Grantee must halt the project in the event historically or archaeologically significant materials or sites (or evidence thereof) are discovered. By way of example, such evidence may include, but is not limited to, artifacts such as arrowheads, bone fragments, pottery shards, and features such as fire pits or structural elements. All reasonable measures must be taken to avoid or minimize harm to such resources until such time as the Sub-Grantee notifies the Department, and FEMA, in consultation with the State Historic Preservation Officer (SHPO) and appropriate Native American tribes, determines appropriate measures have been taken to ensure that the project is in compliance with the National Historic Preservation Act. In addition, upon discovery of human skeletal remains, the Sub-Grantee is required by state law to notify the county coroner and local law enforcement in the most expeditious manner possible and to immediately stop any activity which may cause further ground disturbance.
- e. Determine the presence of hazardous materials and/or toxic waste, and identifying, handling, managing, abating and disposing of such materials in accordance with the requirements and to the satisfaction of the governing local, state and federal agencies, including but not limited to the Washington Department of Ecology. Such materials may include, but are not limited to, asbestos, lead-based paint, propane cylinders, sand blasting residue, discarded paints and solvents, cleaning chemicals, containers of pesticides, lead-acid batteries, items containing chlorofluorocarbons (CFCs), motor oil and used oil filters, and unlabeled tanks or containers.
- f. Conduct work during the non-flood season as determined by the local floodplain administrator. However, should construction be required during the flood season, as determined by the local floodplain administrator, all construction equipment shall be staged in an area not susceptible to flood events or be readily transportable out of the floodplain to minimize flood damage.
- g. Dispose of all debris at an approved and permitted location. No debris shall be temporarily staged or disposed of in a floodplain and/or a wetland.
- h. Confirm with the State Department of Ecology whether this project will require a consistency determination under the Coastal Zone Management Act. If required, the Sub-Grantee shall obtain and comply with all requirements of the determination prior to starting the project.
- i. Select, implement, monitor, and maintain Best Management Practices (BMPs) to control soil erosion and sedimentation, reduce spills and pollution, and provide habitat



protection. The acquisition site shall be stabilized from erosion and silt laden runoff by implementing these BMPs and securing the site from transient vehicle access. Any excavation and/or grading shall be done within and/or adjacent to the existing building footprint area and not beyond undisturbed portions of the site.

- j. Resubmit the project to the Department and FEMA prior to implementation if any in-water work will occur or if any work will occur below the ordinary high water mark of any water resource in the area, so further coordination/consultation can take place with the National Marine Fisheries Service (NMFS) to determine whether appropriate measures have been taken to ensure the project is in compliance with the Endangered Species Act.
- k. Resubmit the project to the Department and FEMA for re-evaluation for compliance with national environmental policies if the "Project Limits" (including clearing, excavation, temporary staging, construction, and access areas) extend into: 1) an area not previously identified for environmental and historic preservation review, or 2) previously undisturbed ground. Additionally, all work on the project in these areas must stop until this re-evaluation is completed.
- l. National Historic Preservation Act Section 106 requirement: All proposed repair and construction activities on buildings listed in or eligible for the National Register of Historic Places (historic properties) should be done in-kind to match existing materials and form. In-kind means that the result of the proposed activities will match all physical and visual aspects of existing historic materials, including form, color and workmanship. In-kind mortar also will match the strength and joint tooling of existing historic mortar.
- m. Subrecipient must comply with all Federal, State and Local laws. Failure to obtain all appropriate Federal, State, and Local environmental permits and clearances may jeopardize Federal funding. Any change to the approved Scope of Work will require re-evaluation for compliance with the National Environmental Policy Act (NEPA) and other laws and Executive Orders.
- n. Cost overruns in excess of the approval budget are fully the responsibility of the Sub-Grantee, including those costs resulting from a change in the Scope of Work. The project must remain cost effective (i.e., Benefit Cost Ratio of 1.0 or greater) in the event of cost overrun.

For Hazard Mitigation Grant Program (HMGP) only: A request for additional funds to cover a cost overrun may be granted by the Department and FEMA only if funds are available within the HMGP ceiling for this disaster, FEMA-DR-4056-WA. A request for additional funds must be fully documented and justified.

## 7. SPECIAL FLOOD HAZARD AREA REQUIREMENTS

Pursuant to the Flood Disaster Protection Act of 1973, those structures that remain in the Special Flood Hazard Area (SFHA) after the implementation of the mitigation project, flood insurance must be maintained for the life of the structure. The SFHA is defined as the land in the floodplain within a community subject to a 1 percent or greater chance of flooding in any given year.

The following National Flood Insurance Program Eligibility Requirements contained in the 2013 Hazard Mitigation Assistance Unified Guidance apply to any project involving the alteration of existing structures, to include Mitigation Reconstruction projects that are sited within an SFHA.

- a. When the project is implemented, all structures that will not be demolished or relocated out of the SFHA must be covered by a National Flood Insurance Program (NFIP) flood insurance policy to an amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less.
- b. The Sub-Grantee (or property owner) must legally record with the county or appropriate jurisdiction's land records agency a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a

legal description of the property, and the following notice of flood insurance requirements as identified on page 44 of the 2013 Hazard Mitigation Assistance Unified Guidance:

"This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. § 5154a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The Property Owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR § 60.3 and City/County Ordinance."

- c. Copies of the recorded notices for each property will be provided to the Department at project closeout.

#### 8. PROVISIONS APPLYING ONLY TO ACQUISITION OF PROPERTIES FOR OPEN SPACE

- a. The Sub-Grantee must ensure that prospective participants are informed in writing that property owner participation in this acquisition program is voluntary and that the Sub-Grantee will not use its eminent domain authority to acquire the property for the project purposes should negotiations fail.

Copies of the Statement of Voluntary Participation / Notice of Voluntary Interest signed by each participating property owner will be provided to the Department by project close-out.

- b. The Sub-Grantee agrees that land acquired for open space purposes under this grant will be restricted in perpetuity to open space uses and will be unavailable for the construction of flood damage reduction levees, transportation facilities, and other incompatible purposes.
- c. The Sub-Grantee agrees to prepare, execute and record Deed Restrictions for each affected property utilizing the current Model Deed Restriction provided on the FEMA website or available from the Department.

Copies of the recorded deed and attached deed restrictions for each property will be provided to the Department by project close-out.

- d. The Sub-Grantee accepts all of the requirements of the deed restriction governing the use of the land.
- e. The Sub-Grantee ensures that, prior to acquisition of the property, in consultation with the U.S. Army Corps of Engineers, it has addressed and considered the potential future use of these lands for the construction of flood damage reduction levees, has rejected consideration of such measures in the future in the project area, and instead has chosen to proceed with acquisition of permanent open space.

Documentation of this consultation and the Sub-Grantee's consideration of this issue will be provided to the Department by project close-out.

- f. The Sub-Grantee must, prior to acquisition of the property, consult with the Washington State Department of Transportation to ensure that no future planned improvements or enhancements are under consideration that will affect the proposed project area.

Documentation of this consultation will be provided to the Department by project close-out.

- g. The Sub-Grantee will remove existing buildings from acquired properties within 90 days of settlement. The Sub-Grantee will provide confirmation to the Department as to the date of demolition of each structure included in the project in its quarterly reports, as well as confirmation that the property has been returned to "natural" or park/open space condition.

The Sub-Grantee will provide digital latitude and longitude coordinates and digital photographs of each property site after project implementation to the Department by project close-out.

- h. The Sub-Grantee agrees to complete FEMA Form AW-501, NFIP Repetitive Loss Update Worksheet for each property identified on FEMA's Repetitive Loss list to document completion of mitigation on the property. The form is available on FEMA's Web site or available from the Department.

The Sub-Grantee will provide a copy of the completed form to the Department by project close-out.

- i. The Sub-Grantee agrees to comply with the requirements of 44 CFR § 80.19 Land Use and Oversight, which are incorporated into these conditions by reference. These requirements include, but are not limited to, the following (which are described further in the 2013 Hazard Mitigation Assistance Unified Guidance and the Addendum to the 2013 Hazard Mitigation Assistance Unified Guidance which are incorporated herein by reference):
  - 1. Restriction on future disaster assistance for damages to the property.
  - 2. Lists of allowable open space uses as well as uses generally not allowed on acquired open space land.
  - 3. Provision for salvage of pre-existing structures and paved areas.
  - 4. Requirements pertaining to future transfer of property interest.
  - 5. Requirement for Sub-Grantee monitoring and inspection of the acquired property at least every 3 years. The Sub-Grantee will provide the Department with a report on the result of the inspection within 90 days of the inspection.
  - 6. Provisions for enforcement of violation of open space requirements.

**The Military Department Agrees To:**

- 1. Provide staff coordination and input regarding grant administration for funding and technical assistance for project and reviews for mitigation construction projects, as necessary.
- 2. Reimburse the City of Long Beach within 30 days of receipt and approval of signed, dated invoice voucher(s) (state form A-19) with sufficient documentation of costs to include completion of tasks to date and dated invoices for goods and services purchased. Costs must be categorized according to the budget item and cost classification shown in the Project Budget, Attachment 6. The Department will return invoices to the Sub-Grantee if the Sub-Grantee is unable to provide sufficient documentation within 15 calendar days of the Department's written request for additional documentation to support the reimbursement request.
- 3. Coordinate with the staff of the City of Long Beach to schedule any sub-recipient monitoring, site visits or final inspections by Department staff.

**PROJECT DEVELOPMENT SCHEDULE**

Sub-Grantee: City of Long Beach  
 PROJECT TITLE: City of Long Beach Tsunami Safe Haven Berm – Phase 1

<b><i>DESCRIPTION OF ACTIVITY/TASK</i></b>	<b><i>SCHEDULED COMPLETION DATE</i></b>
Public Participation	Ongoing – March 5, 2017
Site Acquisition (see Task 3)	6 months required – Jan 31, 2016
Site Investigation (See Task 4)	8 months required – Mar 31, 2016
Permitting (See Tasks 2 & 4)	8 months required – Mar 31, 2016*
Engineering & Design (30% - See Task 5)	8 months required – Mar 31, 2016
Total Time Required to Complete Phase 1 of This Project: <u>  8  </u> months*	
Quarterly Reports Due on Project Progress, Final Project Report and all documentation, site visits and inspections.	October 15, 2015; January 15, 2016; April 15, 2016

\* This schedule of this Phase 1 project is subject to the availability of regulatory permitting staff and the ability of regulatory agencies to process required permits in this timeframe. The City of Long Beach may require additional time to complete annotated tasks and will coordinate with WA EMD to assess the schedule on a quarterly basis to determine if a formal request for time extension needs to be submitted to FEMA.

**PROJECT BUDGET**

Sub-Grantee: City of Long Beach  
 PROJECT TITLE: City of Long Beach Tsunami Safe Haven Berm – Phase 1

<b><i>APPROVED BUDGET CATEGORY</i></b>	<b><i>ESTIMATED COST</i></b>
Task 1: Pre-Award costs	Task 1 Total = \$ 3,500
- Wetland delineation	- \$2,380
- Miscellaneous	- \$1,120
Task 2: Administrative and Legal	Task 2 Total = \$20,500
- Project Management	- \$20,000
- Coastal consistency self-certification	- \$ 500
Task 3: Land, Structures, ROW, Appraisals	Task 3 Total = \$11,000
- Appraisals	- \$ 3,000
- Site Survey	- \$ 8,000
Task 4: Other Architectural and Engineering	Task 4 Total = \$178,000
- Cultural Assessment	- \$ 20,000
- Preliminary Engineering / Geotechnical Investigation	-
a. Civil Engineering – Preliminary Site Layout & Structural Plans	- \$15,000
b. Geotechnical Investigation	-
- Subsurface Explorations	- \$70,000
- Liquefaction Laboratory Testing	- \$15,000
- Hydraulic Analysis/Modeling	- \$35,000
- Wetland Mitigation plan	- \$10,000
- SEPA	- \$ 3,000
- JARPA/Wetland permitting	- \$10,000
Task 5: Architecture and Engineering	Task 5 Total = \$236, 500
- 30% design	a. \$25,000
a. Civil, site, and Structural plans	
b. Geotechnical Engineering	b.
- Liquefaction Analysis	- \$45,000
- Geotechnical summary Report for Liquefaction & Hydraulic Analysis	- \$25,000
- Geotechnical Engineering for Reinforcement & Armoring System	- \$10,000
- Final design and specifications	
a. Final Geotechnical plans & specifications	- \$40,000
b. Final Civil, Site, Structural plans & specifications	- \$30,000
c. Assemble Full Bid Set, QA/QC Review, Submit for Regulatory Review	- \$25,000
- Agency review response	- \$10,000
- NPDES for construction	- \$ 1,500
- Construction Estimate & Plan	- \$10,000
- Advertise, Bidding and Award	- \$15,000
<b>TOTAL</b>	
<b>\$449,500</b>	

**Tracking and Reporting Project Costs:** Project expenses for which reimbursement is sought must be tracked and reported by approved budget cost categories, above. Documentation of expenditures by approved budget cost categories should be made on a separate spreadsheet or table and included with each A-19. Supporting documentation of all costs shall include, but not be limited to: tracking of staff time spent on the project through timesheets or other similar documentation; dated invoices from contractors and subcontractors for work completed; dated invoices for goods and services purchased; and documentation of in-kind contributions of personnel, equipment and supplies.

**Final Payment:** Final payment of any remaining, or withheld, funds will be made upon submission by the Sub-Grantee within 60 days of completion of the project of the final report and an A-19, Voucher Distribution, and completion of all final inspections by the Department. Final payment also may be conditioned upon a financial review, if determined necessary by the Department. Adjustments to the final payment may be made following any audits conducted by the Department, Washington State Auditor's Office, the United States Inspector General, or their authorized representatives.

Per Hazard Mitigation Grant Program (HMGP) program guidance, no cost overruns will be funded. If costs exceed the maximum amount of FEMA funding approved, the Applicant shall pay the costs in excess of the approved budget. Project must remain cost effective (i.e., Benefit Cost Ratio of 1.0 or greater) in the event of cost overrun.

For Hazard Mitigation Grant Program only: A request for additional funds to cover a cost overrun may be granted by the Department and FEMA only if funds are available within the HMGP ceiling for this disaster, FEMA-DR-4056-WA. A request for additional funds must be fully documented and justified.

**ADDITIONAL AGREEMENT PROVISIONS AND WORKSHEET**  
**For Compliance With The**  
**Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA)**

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website. Federal awards include grants, subgrants, loans, awards, cooperative agreements and other forms of financial assistance as well as contracts, subcontracts, purchase orders, task orders, and delivery orders. The legislation does not require inclusion of individual transactions below \$25,000 or credit card transactions before October 1, 2008. However, if an award is initially below this amount yet later increased, the act is triggered. Due to this variability in compliance Subrecipients are **required** by the Military Department to be familiar with the FFATA requirements and complete this Worksheet for *each contract* for the State's submission in to the FFATA portal.

**ADDITIONAL PROVISIONS**

- A. This contract (subaward) is supported by federal funds, requiring compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act) and Office of Management and Budget Guidance (OMB). Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note). By entering into this contract, contractor agrees to provide all applicable reporting information to the Washington Military Department (WMD) required by FFATA and OMB Guidance.
- B. The FFATA requires the OMB to establish a publicly available online database (USASpending.gov) containing information about entities that are awarded Federal grants, loans, and contracts. As required by FFATA and OMB Guidance, certain information on the first-tier subawards related to Federal contracts and grants, and the executive compensation of awardees, must be made publicly available.
- C. For new Federal grants beginning October 1, 2010, if the initial subaward is equal to or greater than \$25,000, reporting of the subaward and executive compensation information is required. If the initial subaward is below \$25,000 but subsequent grant modifications result in a total subaward equal to or over \$25,000, the subaward will be subject to the reporting requirements as of the date the subaward exceeds \$25,000. If the initial subaward equals or exceeds \$25,000 but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the subaward continues to be subject to the reporting requirements of the Transparency Act and OMB Guidance.
- D. As a Federal grant subawardee under this contract, your organization is required by FFATA, OMB Guidance and this contract to provide the WMD, as the prime grant awardee, all information required for FFATA compliant reporting by WMD. This includes all applicable subawardee entity information required by FFATA and OMB Guidance, subawardee DUNS number, and relevant executive compensation data, as applicable.
  - 1. Data about your organization will be provided to USASpending.gov by the WMD. System for Award Management (SAM) is a government wide registration system for organizations that do business with the Federal Government. SAM stores information

about awardees including financial account information for payment purposes and a link to D&B for maintaining current DUNS information, [www.sam.gov](http://www.sam.gov). WMD requires SAM registration and annual renewal by your organization to minimize unnecessary data entry and re-entry required by both WMD and your organization. It will also reduce the potential of inconsistent or inaccurate data entry.

2. Your organization must have a Data Universal Numbering System (DUNS) number obtained from the firm Dun and Bradstreet (D&B) ([www.dnb.com](http://www.dnb.com)). A DUNS number provides a method to verify data about your organization. D&B is responsible for maintaining unique identifiers and organizational linkages on behalf of the Federal Government for organizations receiving Federal assistance.
- E. The WMD, as the prime awardee, is required by FFATA to report names and total compensation of the five (5) most highly compensated officers of your organization (as the subawardee) if:
1. Your organization (the subawardee), in the preceding fiscal year, received 80 percent or more of its annual gross revenues from Federal awards and \$25,000,000 or more in annual gross revenues from Federal awards; and
  2. The public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986.
- “Total compensation” for purposes of this requirement generally means the cash and non-cash value earned by the executive during the past fiscal year and includes salary and bonus; awards of stock, stock options and stock appreciation rights; and other compensation such as severance and termination payments, and value of life insurance paid on behalf of the employee, and as otherwise provided by FFATA and applicable OMB guidance.
- F. If (1) in the preceding fiscal year your organization received 80 percent or more of its annual gross revenues from Federal awards and \$25,000,000 or more in annual gross revenues from Federal awards, and (2) the public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986, insert the names and total compensation for the five most highly compensated officers of your organization in the table below.



## WORKSHEET

<b>Subrecipient Agency:</b> City of Long Beach, Washington				
<b>Grant and Year:</b> HMGP - DR-4056, 2015-16			<b>Agreement Number:</b> D16-003	
<b>Completed by:</b>	David Glasson	City Administrator	360.642.4421	
	<i>Name</i>	<i>Title</i>	<i>Telephone</i>	
<b>Date Completed:</b>				
<b>STEP 1</b>				
Is your grant agreement less than \$25,000?	YES <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6	NO <input checked="" type="checkbox"/>	GO to Step 2
<b>STEP 2</b>				
In your preceding fiscal year, did your organization receive 80% or more of its annual gross revenues from federal funding?	YES <input type="checkbox"/>	GO to STEP 3	NO <input checked="" type="checkbox"/>	STOP, no further analysis needed, GO to Step 6
<b>STEP 3</b>				
In your preceding fiscal year, did your organization receive \$25,000,000 or more in federal funding?	YES <input type="checkbox"/>	GO to STEP 4	NO <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6
<b>STEP 4</b>				
Does the public have access to information about the total compensation* of senior executives in your organization?	YES <input type="checkbox"/>	STOP, no further analysis needed, GO to step 6	NO <input type="checkbox"/>	GO to STEP 5
<b>STEP 5</b>				
Executive #1	Name: _____			
	Total Compensation amount: \$ _____			
Executive #2	Name: _____			
	Total Compensation amount: \$ _____			
Executive #3	Name: _____			
	Total Compensation amount: \$ _____			
Executive #4	Name: _____			
	Total Compensation amount: \$ _____			
Executive #5	Name: _____			
	Total Compensation amount: \$ _____			
<b>STEP 6</b>				
If your organization does not meet these criteria, specifically identify below <u>each</u> criteria that is not met for your organization: For Example: "Our organization received less than \$25,000."				
Our organization did not receive more than 80% of its annual gross revenues from federal funds.				

**Signature:** \_\_\_\_\_

**Date:** August 4, 2015

\* Total compensation refers to:

- Salary and bonuses
- Awards of stock, stock options, and stock appreciation rights
- Other compensation including, but not limited to, severance and termination payments
- Life insurance value paid on behalf of the employee

**Additional Resources:**

<http://www.whitehouse.gov/omb/open>

<http://www.hrsa.gov/grants/ffata.html>

<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf>

<http://www.grants.gov/>

**OMB Circular A-133 Audit Certification Form**  
Audits of States, Local Governments, and Non-Profit Organizations

<b>Contact Information</b>	
Subrecipient (Sub-Grantee) Name (Agency, Local Government, or Organization): <b>City of Long Beach, Washington</b>	
Authorized Chief Financial Officer (Central Accounting Office): <b>Helen Bell</b>	
Address: <b>115 Bolstad West</b>	
Email: <b>hbell@longbeachwa.gov</b>	Phone #: <b>360.642.4421</b>

**Purpose:** As a pass-through agency of federal grant funds, the Washington Military Department/Emergency Management Division (WMD/EMD) is required by Office of Management and Budget (OMB) Circular A-133 to monitor activities of subrecipients to ensure federal awards are used for authorized purposes and ensure that subrecipients expending \$500,000 or more in federal awards during their fiscal year have met the OMB Circular A-133 Audit Requirements. Your entity is a subrecipient subject to such monitoring by MIL/EMD because it is a non-federal entity that expends federal grant funds received from MIL/EMD as a pass-through entity to carry out a federal program. OMB Circular A-133 can be found at [http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133\\_revised\\_2007.pdf](http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf), and it should be consulted when completing this form.

**Directions:** As required by OMB Circular A-133, non-federal entities that expend \$500,000 in federal awards in a fiscal year shall have a single or program-specific audit conducted for that year. If your entity is not subject to A-133 requirements, you must complete Section A of this Form. If your entity is required to complete an A-133 Audit, you must complete Section B of this form. When completed, you must sign, date, and return this form with your grant agreement contract and every fiscal year thereafter until the grant agreement contract is closed. Failure to return this completed Audit Certification Form may result in delay of grant agreement processing, withholding of federal awards or disallowance of costs, and suspension or termination of federal awards.

**SECTION A: Entities NOT subject to the audit requirements of OMB Circular A-133**

Our entity is not subject to the requirements of OMB Circular A-133 because (check all that apply):

- ☒ We did not expend \$500,000 or more of *total* federal awards during the fiscal year.
- ☐ We are a for-profit agency.
- ☐ We are exempt for other reasons (describe):

However, by signing below, I agree that we are still subject to the audit requirements, laws and regulations governing the program(s) in which we participate, that we are required to maintain records of federal funding and to provide access to such records by federal and state agencies and their designees, and that WMD/EMD may request and be provided access to additional information and/or documentation to ensure proper stewardship of federal funds.

**SECTION B: Entities that ARE subject to the requirements of OMB Circular A-133**

(Complete the information below and check the appropriate box)

- ☐ We completed our last A-133 Audit on [enter date] \_\_\_\_\_ for Fiscal Year ending [enter date] \_\_\_\_\_. There were no findings related to federal awards from WMD/EMD. No follow-up action is required by WMD/EMD as the pass-through entity.  
**A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either provided electronically to [contracts.office@mil.wa.gov](mailto:contracts.office@mil.wa.gov) or provide the state auditor report number: \_\_\_\_\_.**
- ☐ We completed our last A-133 Audit on [enter date] \_\_\_\_\_ for Fiscal Year ending [enter date] \_\_\_\_\_. There were findings related to federal awards.  
**A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either provided electronically to [contracts.office@mil.wa.gov](mailto:contracts.office@mil.wa.gov) or provide the state auditor report number: \_\_\_\_\_.**
- ☐ Our completed A-133 Audit will be available on [enter date] \_\_\_\_\_ for Fiscal Year ending [enter date] August 4, 2015.  
We will forward a copy of the audit report to you at that time unless it will be available online at:  
<http://www.> \_\_\_\_\_.

I hereby certify that I am an individual authorized by the above identified entity to complete this form. Further, I certify that the above information is true and correct and all relevant material findings contained in audit report/statement have been disclosed. Additionally, I understand this Form is to be submitted every fiscal year for which this entity is a subrecipient of federal grant funds from MIL/EMD until the grant agreement contract is closed.

Signature of Authorized Chief Financial Officer: \_\_\_\_\_

Date: August 4, 2015

Print Name & Title: Helen Bell, Clerk/Treasurer

U.S. Department of Homeland Security  
FEMA Region X  
Federal Regional Center  
130 228th Street, SW  
Bothell, WA 98021-8627



**FEMA**

04/28/2015

Kurt Hardin, Governor's Authorized Representative  
Division of Emergency Management  
Washington Military Department  
Building 20, MS: TA-20  
20 Aviation Drive  
Camp Murray, Washington 98430-5112

RE: Hazard Mitigation Grant Program (HMGP) for DR-4056-WA  
Approval of Project 4056-20-R – City of Long Beach  
City of Long Beach Tsunami Safe Haven Berm – Phase 1

Dear Mr. Hardin:

The U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) Region 10 has approved and obligated funding for Phase 1 of this Tsunami Safe Haven Berm project submitted on 05/28/2013 under the HMGP for Disaster DR-4056-WA. Pursuant to FEMA's Strategic Funds Management policy, the current Award is only for Phase 1 of the submitted project. Phase 1 of the Tsunami Safe Haven Berm project includes Civil Engineering, Geotechnical Investigation, Architecture and Engineering(30% design), and Geotechnical Engineering.

Phase 1 is only for the design and engineering components of documentation that will determine the feasibility of a Phase 2 Construction project. This Phase 1 is intended to fund activities that will be completed within the next three months. Future Phases of this project will be awarded as prior Phases are completed or the Sub-recipient is prepared to commence additional project work within the following quarter.

Total Project Cost:	\$ 449,500
Federal share (75%):	\$ 337,125
State match (12.5%):	\$ 56,188
Local match (12.5%):	\$ 56,187

Phase 1 of this project was approved on April 23, 2015. The Obligation was made on April 24, 2015, and the paperwork is enclosed. The Period of Performance for DR-4056-WA currently ends on March 5, 2017. Please note that FEMA does not specify a sub-award Period of Performance. However, once the State is notified that a project has been completed, the Final Site Inspection

Mr. Hardin

4/28/2015

Page 2

should be made, and closeout documentation should be submitted to R10 within 90 days, except when an extension has been approved by Hazard Mitigation Assistance (HMA) staff.

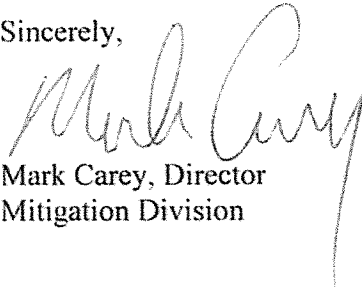
Phase 1 of this project was reviewed per the National Environmental Policy Act (NEPA) and related laws and Executive Orders on March 25, 2015. A copy of the CATEx Record of Environmental Consideration is enclosed.

Phase 1 of this project is approved subject to compliance with the following (additional) sets of conditions attached to or enclosed with this letter:

- Environmental conditions pertinent to this project (see Attached).
- Standard HMGP administrative provisions

For further assistance, please contact Sonny Kunchick, HMA Specialist, at (425) 949-2012.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Carey", is written over the typed name and title.

Mark Carey, Director  
Mitigation Division

cc: Tim Cook, WA EMD SHMO

**Environmental Conditions of Approval: March 25, 2015**

**Project 4056-20-R– City of Long Beach, WA – Tsunami Safe Haven Berm**

- This review does not address all Federal, State, and local requirements. Acceptance of Federal funding requires recipient to comply with all Federal, State, and local laws. Failure to obtain all appropriate Federal, State, and local environmental permits and clearances may jeopardize Federal funding.
- Any change to the approved Scope of Work will require re-evaluation for compliance with the National Environmental Policy Act (NEPA) and other laws and EOs (Executive Orders).
- If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archaeological resources are discovered, will immediately cease construction in that area and notify the State and Federal Emergency Management Agency (FEMA).



**FEMA**

**National Environmental Policy Act (NEPA)  
PROGRAMMATIC CATEGORICAL EXCLUSION  
STUDIES, PLANS, REGULATIONS, AND GUIDANCE**

**Background:** FEMA provides funding assistance to applicants via various mitigation grant programs including the Flood Mitigation Assistance Program, Pre-Disaster Grant Program, and Hazard Mitigation Grant Program; to prepare plans or studies. Plans (or updates) include those prepared per the Disaster Mitigation Act of 2000 and identify community hazards and vulnerabilities; and outline preparedness, response, recovery, and mitigation measures to eliminate or reduce disaster damage and associated costs. Studies may evaluate specific hazards and infrastructure vulnerabilities. The purpose of this Programmatic Categorical Exclusion (PCE) is to streamline the process for compliance with NEPA for such actions.

**Action Description:** Activities meet the Categorical Exclusion definitions of 44 CFR Part 10.8(d)(2)(ii) "preparation, revision, and adoption of regulations, directives, manuals, and other guidance documents related to actions that qualify for a categorical exclusion; and 44 CFR Part 10.8(d)(2)(iii) "studies that involve no commitment of resources other than manpower and funding" and may include but not be limited to:

- drafting preparedness, response, recovery, or hazard mitigation plans
- development of geographic information or systems
- conducting feasibility studies
- development of infrastructure inventories
- preparing appraisals
- drafting regulations
- preparation of outreach and guidance materials

This PCE *does not* include project specific architectural and engineering plans or studies associated with phased FEMA grant-funded projects.

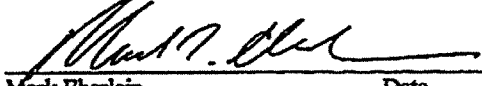
**Conditions:** The actions qualifying for this PCE must meet the following conditions:

- No regulatory changes can affect the physical environment;
- No funding can be used for implementation of actions identified in a plan or study.

**Conclusion:** It has been determined that above listed action qualifies for this PCE, has no Extraordinary Circumstances per 44 CFR Part 10.8(d)(3), and that it would have no effect on natural resources or the human environment. Work may proceed if otherwise eligible and approved by the Program. Any change to the approved scope of work will require re-evaluation for compliance with the NEPA. Non-compliance with this requirement may jeopardize receipt of funds.

**Documentation:** For each project this PCE is applied to, the Program Specialist must certify that the project is consistent with the criteria outlined above. For the administrative record, a copy of the PCE shall be placed in the project grant file.

Programmatic Categorical Exclusion Approved:

  
\_\_\_\_\_  
Mark Eberlein Date  
Regional Environmental Officer, FEMA Region X

Program/Grant Number #4056-20-R Applicant City of Long Beach

Project Title: Long Beach Safe Haven Tsunami Project - Phase 1, Design and Engineering

Above Project Qualifies for Programmatic Categorical Exclusion

fred.kunchick@fema.gov 3/25/2015  
\_\_\_\_\_  
Program Specialist Date

15:44

## HAZARD MITIGATION GRANTS PROGRAM

## Obligation Report w/ Signatures

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Grantee
4056	20-R	1	21	1	17	WA	Statewide

Subgrantee: Long Beach

Project Title : Amend #1: Long Beach Safe Haven Program: Berm

Subgrantee FIPS Code: 049-40070

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation
\$247,125	\$247,125	\$0	\$0

Project Amount	Grantee Admin Est	Subgrantee Admin Est	Total Obligation	IFMIS Date	IFMIS Status	FY
\$247,125	\$0	\$0	\$247,125	04/25/2015	Accept	2015

Comments

Date: 04/24/2015 User Id: FKUNCHI1

Comment: Obligation for Phase 1 for this Long Beach Tsunami Evacuation Berm project is for the Design and Engineering elements of the ove project. Federal share obligation of \$247,125.00.

Date: 04/24/2015 User Id: SRANDOL1

Comment: Approved per authorization of Science Kilner, Acting HMA Branch Chief. RX will process a Large Project Notification when Phase 2 ready to award. Phase 1 is for 30% Design work, and also includes geotech and environmental research, testing, and documentatic necessary for EHP review. Phase 2 will include Final Design/Engineering, the Contract/Bid process, and construction.

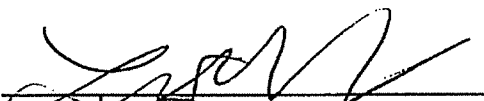
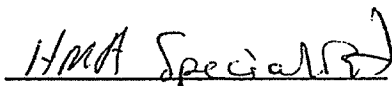
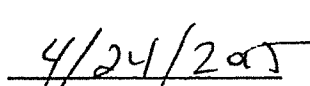
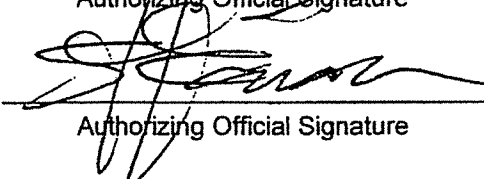
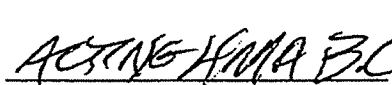
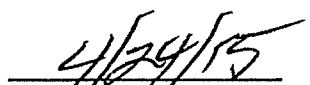
Authorization

Preparer Name: FRED KUNCHICK

Preparation Date: 04/24/2015

HMO Authorization Name: STEVEN RANDOLPH

HMO Authorization Date: 04/24/2015

		
Authorizing Official Signature	Authorizing Official Title	Authorization Date
		
Authorizing Official Signature	Authorizing Official Title	Authorization Date





TAB - D





**CITY COUNCIL  
AGENDA BILL  
AB 15-69**

**Meeting Date: December 21, 2015**

**AGENDA ITEM INFORMATION**

***SUBJECT: Brigid Byrne  
Plat donation offer***

***Originator:***

Mayor

City Council

City Administrator

City Attorney

City Clerk/Treasurer

City Engineer

Community Development Director

Fire Chief

Police Chief

Streets/Parks/Drainage Supervisor

Water/Wastewater Supervisor

Other:

DG

***COST: \$40,000***

***SUMMARY STATEMENT:*** Mrs. Byrne approached the city with an offer to donate three lots of her plat if the city would purchase the fourth lot from the Stirling family. This plat is located on the South East corner of Washington and Pioneer.

***RECOMMENDED ACTION:***

October 27, 2015  
33200 J Place  
Ocean Park, Wa 98640

City Council  
City of Long Beach  
Long Beach, Wa 98640

Dear Sirs;

I would like to donate 3 pieces of property I own to the City of Long Beach. They are lots 2, 3, and 4 on Pioneer Road and Washington Street. Hopefully the City will purchase the property of Lot 1 from the current owner, making a beautiful large area for public use. I have found that development of this property for single family homes for which it is zones is not affordable. I feel the best use would be as a park of your choice although I make no requirements that that's what it become.

Please consider accepting this proposal. If you have any questions please call me or email me.

Most sincerely,

Brigid Byrne

[brigidellenbyrne@gmail.com](mailto:brigidellenbyrne@gmail.com)  
360-665-2350





**TAB - E**







**CITY COUNCIL  
AGENDA BILL  
AB 15-70**

**Meeting Date: December 21, 2015**

**AGENDA ITEM INFORMATION**

**SUBJECT: 2015 Water,  
Sewer and Storm Water  
Rates adoption**

*Originator:*

Mayor

City Council

City Administrator

DG

City Attorney

City Clerk/Treasurer

City Engineer

Community Development Director

Fire Chief

Police Chief

Streets/Parks/Drainage Supervisor

**COST:**

Water/Wastewater Supervisor

Other:

**SUMMARY STATEMENT: Increasing the Water rates 2%, Sewer Rates 6% and Storm Water rates 10%.**

**RECOMMENDED ACTION: Adopt Ordinance 925.**

## ORDINANCE No. 925

**AN ORDINANCE OF THE CITY OF LONG BEACH, WASHINGTON RELATING TO UTILITIES; AMENDING RATES AND CHARGES OF THE WATERWORKS UTILITY, INCLUDING THE WATER SYSTEM AND THE SEWER SYSTEM; ESTABLISHING SCHEDULE AND PROGRAM FOR RATE STABILIZATION; ESTABLISHING EFFECTIVE DATE.**

**THE CITY COUNCIL OF THE CITY OF LONG BEACH, WASHINGTON DOES HEREBY ORDAIN, AS FOLLOWS:**

### **Section 1. RECITALS AND FINDINGS.**

**1.1** The City of Long Beach ("City") owns and operates a Waterworks Utility, including a water system, sewer system, and storm and surface water system ("Utility"), including both local and regional facilities.

**1.2** The City has financed the acquisition and improvement of local and regional Utility facilities with the proceeds of its revenue bonds.

**1.3** The facilities and services provided by the Utility are critical to the health, welfare and safety of the citizens of the City and the neighboring community served by the Utility.

**1.4** Rate adjustments are necessary from time to time to ensure that sufficient revenues exist to properly maintain and efficiently operate the Utility, and make additions and planned improvements as appropriate.

### **Section 2. WATER RATES AND CHARGES.**

**2.1** Water rates for lots connected to the water system.

The rates and charges for water service to lots connected to the water system within the corporate limits of the city are fixed and established as follows:

A. The minimum monthly rate charge is based on meter size per the following schedules:

#### **Inside City Limits:**

<b>METER SIZE</b>	<b>2012</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Residential 3/4 - 1"	\$27.42	\$27.69	\$28.52	\$ 29.09
Commercial 3/4 1"	\$32.61	\$32.94	\$33.93	\$ 34.61
Commercial 1.5"	\$38.79	\$39.18	\$40.36	\$ 41.17
Commercial 2"	\$56.02	\$56.58	\$58.28	\$ 59.45
Commercial 3"	\$76.13	\$76.89	\$79.20	\$ 80.78

**Outside City Limits:**

<b>METER SIZE</b>	<b>2012</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Residential 3/4 - 1"	\$41.14	\$41.55	\$42.80	\$ 43.66
Commercial 3/4 1"	\$48.92	\$49.41	\$50.89	\$ 51.91
Commercial 1.5"	\$58.16	\$58.74	\$60.50	\$ 61.71
Commercial 2"	\$84.04	\$84.88	\$87.43	\$ 89.18
Commercial 3"	\$114.20	\$115.34	\$118.80	\$121.18

- B. Commodity Charge. The monthly commodity charge (or excess rate) is charged per the following schedule regardless of water meter size:

Beginning on the 20<sup>th</sup> day of December 2015 and effective on the first day of January for each and every succeeding year on and after 2016, shall be subject to a commodity charge for each 100 cubic feet of water in excess of the 400 cubic foot minimum allowed per month thereof, as follows:

**Inside City Limits:**

	<b>2012</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Subservice Charge	\$2.87	\$2.90	\$2.99	\$ 3.05
Nursing Home / Bed	\$1.10	\$1.11	\$1.14	\$ 1.16
Commodity / 100 cu ft.	\$4.90	\$4.95	\$5.10	\$ 5.20

**Outside City Limits:**

	<b>2012</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Subservice Charge	\$4.31	\$4.35	\$4.48	\$ 4.57
Nursing Home / Bed	\$1.64	\$1.66	\$1.71	\$ 1.74
Commodity / 100 cu ft.	\$4.90	\$4.95	\$5.10	\$ 5.20

- C. Contracts Authorized. The city council may enter into contracts with water users deviating from such rates where special circumstances dictate; provided, that such rates shall not be discriminatory.

**Section 3. STORM AND SURFACE WATER RATES AND CHARGES.**

Rates and charges.

- A. The rates and charges set forth in this chapter shall be considered uniform rates and charges for the following uniform rates per class of customers or service furnished by the system:
1. On and after December 20, 2015, and thereafter effective on the first day of January for each and every succeeding year the rates shall be as follows:

	<b>2012</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Residential	\$9.40	\$9.87	\$9.97	\$10.97
Commercial (per/ERU)	\$9.40	\$9.87	\$9.97	\$10.97

The ERU is a Residential Equivalent Unit equal to 3,600 square feet. The city administrator or his designee shall determine the quantity of the storm and surface water drainage from lots that are dedicated to a substantially undeveloped state by virtue of being public parks, recreational area, other undeveloped publicly owned land, or open space designated under RCW Chapter 84.34.

- B. For purposes of computing storm and surface water rates under this section, the land use designation as residential or commercial shall be the principal activity on the premises as determined by the city administrator or his designee. For rate purposes, developed and undeveloped residential lots shall be deemed a single class. Developed lots are those for which any city or county permit or application for real estate improvement activity (including, but not limited to driveway, septic, building and electrical improvements and water meter installation) has been issued, should have been issued or would now be required if the development occurred under present city regulations.

#### **Section 4. SEWER RATES AND CHARGES.**

##### **4.1 Sewer rates for connected lots.**

The rates and charges for sewer service to lots are fixed and established as follows:

##### **A. Rates.**

The monthly charges effective December 20, 2015 and January for each and every succeeding year the rates shall be as follows:

#### **SEWER – In City Rate**

<b>Sewer type</b>	<b>2012</b>	<b>2014</b>	<b>2016</b>
Single Family Residence	\$49.25	\$49.74	\$ 52.72
Apartments, Per Unit	\$49.25	\$49.74	\$ 52.72
Motels, Base Charge	\$65.68	\$66.34	\$ 70.32
Motels, each additional rental	\$11.13	\$11.24	\$ 11.91
Condominiums, each rental	\$49.25	\$49.74	\$ 52.72
Mobile Home Parks, each rental space	\$49.04	\$49.53	\$ 52.50
Trailer Parks, Base Charge	\$65.68	\$66.43	\$ 70.42
Trailer Parks, each hookup	\$8.21	\$8.29	\$ 8.79
Laundromats, self-service & Dry Cleaning	\$225.37	\$227.62	\$ 241.28
Industrial Laundry	\$410.26	\$414.36	\$ 439.22
Car Washing Facilities	\$225.37	\$227.62	\$ 241.28
Canner Operations	\$225.37	\$227.62	\$ 241.28

Restaurants, Taverns (first 20 person capacity)	\$94.02	\$94.96	\$ 100.66
Restaurants, Taverns (each additional 5 person capacity)	\$7.19	\$7.26	\$ 7.70
Schools - Summer Rate	\$123.03	\$124.26	\$ 131.72
Schools - Sept. - May (each occupant)	\$3.49	\$3.52	\$ 3.73
Nursing Homes, Convalescent Center base charge	\$57.50	\$58.08	\$ 61.56
Nursing Homes, Convalescent Center each patient bed available	\$11.13	\$11.24	\$ 11.91
Service Station	\$65.68	\$66.34	\$ 70.32
Churches, municipal parks & buildings	\$73.90	\$74.64	\$ 79.12
Theaters, large stores, banks, medical & Dental clinics, mortuaries & beauty shops	\$75.37	\$76.12	\$ 80.69
Fraternal Halls, per floor	\$106.72	\$107.79	\$ 114.26
Business offices, small stores & optometrist	\$53.54	\$54.08	\$ 57.32
State Parks Restroom Facilities	\$159.27	\$160.86	\$ 170.51

**B. Sewer Rates Standards and Policies.**

The City Council may enter into contracts with sewer users deviating from the rates in this Section where special circumstances dictate; provided, that such rates shall not be discriminatory.

**C. Disputes.**

All questions or disputes regarding the appropriate rate to be applied to the structure shall be resolved by the city administrator. Any appeal from the decision of the city administrator shall be to the city hearing examiner.

**Section 5. AGGREGATE OF RATES.**

The City declares that the rates and charges fixed and placed in effect by this Ordinance are founded on assumptions that there will be growth in the number of services (connections) and in demand in the City and neighboring community. The City adopts and establishes whatever aggregate monetary charges the rates and charges, placed in effect by this Ordinance, generate when applied to the units of service provided, now and in the future.

**Section 6. SEVERABILITY.**

If any portion of this ordinance as now or hereafter amended, or its application to any person or circumstances, is held invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole, or any section, provision or part thereof not adjudged to be invalid or unconstitutional, and its application to other persons or circumstances shall not be affected.

**Section 7. REPEAL OF CONFLICTING ORDINANCES**

All previous Ordinances are hereby repealed insofar as they may be in conflict with this Ordinance.

**Section 8. EFFECTIVE DATE**

This Ordinance shall take effect five days after publication.

ADOPTED this 21<sup>st</sup> day of December, 2015.

AYES

NAYS

ABSENT

ABSTENTIONS

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk/Treasurer

**TAB — F**







**CITY COUNCIL  
AGENDA BILL  
AB 15-71**

**Meeting Date: December 21, 2015**

**AGENDA ITEM INFORMATION**

<b>SUBJECT: PACCOM Memorandum of Understanding related to .1% Sales Tax</b>	<b>Originator:</b>	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk/Treasurer	
	City Engineer	
	Community Development Director	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
	Water/Wastewater Supervisor	
<b>COST: N/A</b>	Other:	
<b>SUMMARY STATEMENT:</b> This memorandum establishes a general framework on how the .1% Sales tax money will be spent, limiting the funds to the 911 system.		
<b>RECOMMENDED ACTION:</b> Approve and authorize the Mayor to sign		

# Memorandum of Understanding

Between

Pacific County

And

PACCOM Member Agencies

This Memorandum of Understanding between Pacific County, hereinto referred to as "County", and PACCOM Member Agencies, hereinto referred to as "Agency" is an agreement for receipt and expenditure of Funds received from an increase of 1/10 of 1% sales tax, herein referred to as "sales tax" approved by the voters in November 2015 (Proposition #1).

It is mutually agreed that:

- RCW 82.14.420 states that moneys received from any tax imposed under this RCW shall be used solely for the purpose of providing funds for costs associated with financing, design, acquisition, construction, equipping, operating, maintaining, remodeling, repairing, reequipping, and improvement of emergency communications.
- Funds from Proposition #1 (1/10 of 1% sales tax increase) will be received from the State Department of Revenue by the County Treasurer and deposited into Special Revenue, FUND #161, PACCOM Special Account.
- Decisions regarding how funds collected through the 1/10 of 1% will be expended will be directed by the provisions listed below:
  - Expenditures from FUND #161 will only occur with prior approval of the PACCOM Admin Board. This approval will be recorded in the PACCOM Admin Board minutes, and generally will be at the time of the annual budget preparation, approval and recommendation to the Board of County Commissioners. Approval can be provided in person, by email or phone to the Admin Board Chairperson.
    - In the case of unanticipated capital purchases, the PACCOM Admin Board will call a special meeting to review the request and provide a written recommendation to the BOCC for a supplemental to the current year's budget. Admin Board members can attend special meeting in person, or join by phone.
  - Beginning in 2016, the first \$50,000 received in sales tax will be reserved for capital purchases. Annually thereafter a minimum of 10% of the sales tax collected in FUND #161 will be reserved in FUND #161 for capital purchases. By a majority vote of the Admin Board, more than the minimum 10% can be reserved for future capital purchases. At no time, can less than 10% be reserved for capital purchases.

- With the approval of the PACCOM Admin Board, revenue that has been reserved in FUND #161 for capital purchases can be included in the upcoming year's budget to offset the cost of specific capital purchases.
- Remaining funds ((total funds collected the previous year in FUND #161 minus the amount reserved for capital purchases (\$50,000 in 2016 and min of 10% annually thereafter)) collected the previous year will be used to offset PACCOM operating expenses, including personnel for the upcoming year. For example, total revenue collected in calendar year 2016 minus \$50,000 reserved for capital will be the amount available to be budgeted for 2017.
- Annually, by June 30<sup>th</sup>, the Sheriff's Office will provide a copy of both FUND #160 and FUND 161 status report to the PACCOM Board and Budget Committee. This status report will include projected ending FUND balances for that calendar year.
- In preparing the annual budget for the Budget Committee's review, the PACCOM Director will reduce the overall proposed PACCOM expenses by the estimated FUND #161 revenue that will be budgeted in the upcoming year prior to application of the formula being applied to share expenses among all member agencies. This revenue source will be handled the same as other "outside" revenue sources, it will be deducted from the overall projected PACCOM expenses.
- The PACCOM Budget Committee will prepare two proposed budgets for review and approval by the PACCOM Admin Board. One for FUND #161 which will include a transfer to the PACCOM budget (FUND #160) for operating expenses, and a reserved amount for capital expenses, and the second will be the annual overall PACCOM budget (FUND #160).

IN WITNESS THEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT.

AUTHORIZED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_

BOARD OF COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

\_\_\_\_\_  
Steve Rogers, Chairman

\_\_\_\_\_  
Frank Wolfe, Commissioner

\_\_\_\_\_  
Lisa Ayers, Commissioner

ATTEST:

\_\_\_\_\_  
Marie Guernsey,  
Clerk of the Board

Authorized this \_\_\_\_\_ day of \_\_\_\_\_ 201\_.

CITY OF ILWACO:

\_\_\_\_\_  
Mayor Mike Cassinelli

Attest: \_\_\_\_\_  
Ilwaco City Clerk

Authorized this \_\_\_\_\_ day of \_\_\_\_\_ 201\_.

CITY OF LONG BEACH:

\_\_\_\_\_  
Mayor Bob Andrew

Attest: \_\_\_\_\_  
Long Beach City Clerk

Authorized this \_\_\_\_\_ day of \_\_\_\_\_ 201\_.

CITY OF RAYMOND:

\_\_\_\_\_  
Mayor Jason Dunsmoor

Attest: \_\_\_\_\_  
Raymond City Clerk

Authorized this \_\_\_\_\_ day of \_\_\_\_\_ 201\_.

CITY OF SOUTH BEND:

\_\_\_\_\_  
Mayor Julie Struck

Attest: \_\_\_\_\_  
South Bend City Clerk

Authorized this \_\_\_\_\_ day of \_\_\_\_\_ 201\_.

PACIFIC COUNTY SHERIFF:

\_\_\_\_\_  
Sheriff Scott L. Johnson

Attest: \_\_\_\_\_  
Civil Clerk

Authorized this \_\_\_\_\_ day of \_\_\_\_\_ 201\_.

PACIFIC COUNTY FIRE DISTRICT 1 COMMISSIONER

\_\_\_\_\_  
Commissioner

Attest: \_\_\_\_\_

Authorized this \_\_\_\_\_ day of \_\_\_\_\_ 201\_.

PACIFIC COUNTY FIRE DISTRICT 2 COMMISSIONER

\_\_\_\_\_  
Commissioner

Attest: \_\_\_\_\_

Authorized this \_\_\_\_\_ day of \_\_\_\_\_ 201\_.

PACIFIC COUNTY FIRE DISTRICT 3 COMMISSIONER

\_\_\_\_\_  
Commissioner

Attest: \_\_\_\_\_

Authorized this \_\_\_\_\_ day of \_\_\_\_\_ 201\_.

PACIFIC COUNTY FIRE DISTRICT 4 COMMISSIONER

\_\_\_\_\_  
Commissioner

Attest: \_\_\_\_\_

Authorized this \_\_\_\_\_ day of \_\_\_\_\_ 201\_.

PACIFIC COUNTY FIRE DISTRICT 6 COMMISSIONER

\_\_\_\_\_  
Commissioner

Attest: \_\_\_\_\_

Authorized this \_\_\_\_\_ day of \_\_\_\_\_ 201\_.

PACIFIC COUNTY FIRE DISTRICT 7 COMMISSIONER

\_\_\_\_\_  
Commissioner

Attest: \_\_\_\_\_

Authorized this \_\_\_\_\_ day of \_\_\_\_\_ 201\_.

PACIFIC COUNTY FIRE DISTRICT 8 COMMISSIONER

\_\_\_\_\_  
Commissioner

Attest: \_\_\_\_\_

Authorized this \_\_\_\_\_ day of \_\_\_\_\_ 201\_.

NORTH PACIFIC COUNTY EMERGENCY MEDICAL SERVICES DISTRICT

\_\_\_\_\_  
Commissioner

Attest: \_\_\_\_\_



**TAB – G**





**CITY COUNCIL  
AGENDA BILL  
AB 15-72**

**Meeting Date: December 21, 2015**

**AGENDA ITEM INFORMATION**

***SUBJECT: Vision  
Software and  
Professional services  
Agreements.***

***Originator:***

Mayor

City Council

City Administrator

DG

City Attorney

City Clerk/Treasurer

City Engineer

Community Development Director

Fire Chief

Police Chief

Streets/Parks/Drainage Supervisor

Water/Wastewater Supervisor

Other:

***COST:*** \$42,200 -\$19,927 in  
2016, \$7,600 through 2020.

***SUMMARY STATEMENT:*** This was discussed during the budget process, adding new software from Vision, along with a new server. It is in the approved 2016 Budget. The software payment is split over 5 years, without interest.

***RECOMMENDED ACTION: Authorize Staff to sign the agreements***



Vision Municipal Solutions, LLC

PO Box 28429

Spokane, WA 99228

Phone (509) 315-8845 Fax (888) 223-6007

Website: [www.visionms.net](http://www.visionms.net) Email: [pat@visionms.net](mailto:pat@visionms.net)

## Vision Software and Professional Services for: The City of Long Beach

<u>Software:</u>	<u>Cost</u>	<u>Software Assurance</u>
Vision Premium Permitting Package (Tier 3) (Please see included services on last page)	\$40,000.00	\$6,000.00
Vision Beta/Intro Discount (purchased by 1/31/2016)	-\$15,000.00	
Vision Service Orders	\$2,500.00	\$375.00
Vision High Speed Remittance	\$2,500.00	\$375.00
Vision Backflow	\$4,000.00	\$600.00
Vision Receivables	\$4,000.00	\$600.00
Vision Reporting Services Edition	<u>Included</u>	<u>Included</u>
Total Software	<b>\$38,000.00</b>	<b>\$7,950.00</b>
 <b><u>Professional Services:</u></b>		
Configuration of Microsoft SQL Server	\$ 500.00	
Setup and Integration of Permit Software (Includes Setup of up to 7-Custom City Permit forms and GIS integration)	\$ 700.00	
On-site training	<u>\$3,000.00</u>	
Total Professional Services	<b>\$4,200.00</b>	
<b>GRAND TOTAL</b>		<b>\$42,200.00</b>

### Contract Notes:

1. Travel expenses will be billed after scheduled Software is installed.
2. Microsoft SQL Server 2012 Standard Edition or higher is recommended for Software. If the Licensee owns Microsoft SQL Server, this can be set up for Software. If Licensee needs to purchase Microsoft SQL Server 2014 Standard Edition, the approximate cost is \$800 for the initial license and \$200 for each additional user. Microsoft SQL Server Core Licenses may be less expensive than purchasing individual access licenses.
3. Sale of Software is subject to the below described Software License Agreement.
4. The cost for data conversion is an estimate, actual cost will be determined after completing a review of Licensee's data. Actual costs will be agreed upon by Developer and Licensee before the conversion begins.
5. Sale of Software is subject to the below described Software License Agreement.
6. Vision Beta/Intro Discount applied due to customer's participation in design and implementation of new software development and continued use of Vision Municipal Solutions
7. Depending on method of Mobile Access additional 3<sup>rd</sup> party (Cloud Storage) fees may exist (Example: Microsoft Azure, Yahoo Cloud, Local Web Server, etc.)
8. Additional forms are charged at \$100 per custom form





**Vision Municipal Solutions, LLC**

PO Box 28429

Spokane, WA 99228

Phone (509) 315-8845 Fax (888)223-6007

Website: [www.visionms.net](http://www.visionms.net) Email: [pat@visionms.net](mailto:pat@visionms.net)

## **Software License Agreement between the City of Long Beach and Vision Municipal Solutions, LLC**

This Software License Agreement ("Agreement") is made by and between **Vision Municipal Solutions, LLC** ("Developer") and the City of Long Beach ("Licensee").

Developer has developed and licenses to users its Software programs marketed and sold under the name "Vision Permits", "Vision Service Orders," "Vision High Speed Remittance," "Vision Backflow", "Vision Receivables" and "Vision Reporting Services" (collectively, "Software").

Licensee desires to utilize a copy of the Software.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Developer and Licensee agree as follows:

### **1. License:**

Developer hereby grants to Licensee a perpetual, non-exclusive, non-transferable, and irrevocable license to use the Software at the City of Long Beach, on the terms, and subject to the conditions, set forth herein.

### **2. Restrictions:**

Licensee shall not modify Software source code, duplicate, copy or reproduce Software, transfer or convey Software, or any right in Software, to any third party without the express, prior written consent of Developer. Notwithstanding the foregoing, Licensee may make copies of Software for backup or archival purposes.

### **3. License Fee:**

For and in consideration for the grant of the herein license and the use of Software, Licensee agrees to pay Developer the sum of \$38,000.00 plus any and all applicable sales or use tax.

### **4. Warranty:**

A. Developer hereby represents and warrants to Licensee that Developer is the sole owner of the Software or otherwise has the right to grant to Licensee the rights to use Software.

B. For a period of one year (365 days) following the installation of Software to Licensee, Developer warrants that Software shall perform in all material respects according to Developer's specifications. In the event of any breach or alleged breach of this warranty, Licensee's sole and exclusive remedy shall be that Developer shall correct Software so that it operates according to the warranty. This warranty shall not apply if (i) Software is in anyway modified by Licensee, (ii) if Software is used improperly, including, without limitation, improper data entry, (iii) Software is not used with appropriate computer equipment, or (iv) if Software is used on operating systems or environments not approved by Developer.



**5. Annual Software Assurance Program Schedules:**

The Software Assurance Program includes telephone support, email support, and on-line programs provided by Developer and product updates and enhancements to include any standard reports added to the system. Licensee will be required to have a high speed internet connection for Software updates and allow Developer the right to remote access for program updates and maintenance work when required. As part of the Software Assurance Program, Developer shall provide to Licensee any new, corrected, or enhanced versions of Software as created by Developer. Such enhancements shall include, but shall not be limited to, all modifications to Software that increase the performance, efficiency, or ease of use of the Software, or add additional capabilities or functionality to the Software. "Enhancements" do not include any customizations to Software requested by Licensee, which shall be quoted on a per-job basis at Developer's then hourly rate (currently, \$125.00 per hour, but such rate is subject to change).

Developer shall bill Licensee on an annual basis, payable in advance, for the Software Assurance Program, at Developer's then current rates.

**6. Payment and acceptance:**

Payment for Software, hardware, and installation services shall be made by Licensee after all items contracted for have been delivered and Licensee has deemed all Software, hardware, and installation services delivered and accepted.

**7. Time Payment Schedule:**

Licensee has requested a payment plan for Software over a period of 5 years. Developer will bill Licensee in January of each year pursuant to such schedule, including then applicable sales and use tax. Licensee may at any time prepay without penalty or premium all amounts due under the payment plan.

If Licensee elects to terminate its agreement for software and services with Developer, all remaining amounts under the payment plan for Software, if any, are immediately due and payable, along with then applicable sales or use tax. The Software Assurance Program shall then immediately terminate and Developer shall not bill Licensee for any future years, nor shall Developer refund Licensee any amounts. Payment Plan does not include applicable taxes or options.

**5 Year Payment Plan**

Software Financed \$38,000  
 $\$38,000 \div 5 \text{ years} = \$7,600$

Install and Config \$700  
Training \$3,000  
SQL Implementation \$500  
(Billed upon completion of training)

**Payment Schedule:**

1st year \$11,800 + annual assurance  
2nd year \$7,600 + annual assurance  
3rd year \$7,600 + annual assurance  
4th year \$7,600 + annual assurance  
5th year \$7,600 + annual assurance





## Vision Municipal Solutions, LLC

PO Box 28429

Spokane, WA 99228

Phone (509) 315-8845 Fax (888)223-6007

Website: [www.visionms.net](http://www.visionms.net) Email: [pat@visionms.net](mailto:pat@visionms.net)

### 8. Limitation of Liability:

Developer shall not be responsible for, and shall not pay, any amount of incidental, consequential, or other indirect damages, whether based on lost revenue or otherwise. In no event shall Developer's liability hereunder exceed the amount of license fees paid by Licensee regardless of whether Licensee's claim is based on contract, strict liability, or product liability.

### 9. Installation Travel Expenses billed to the customer:

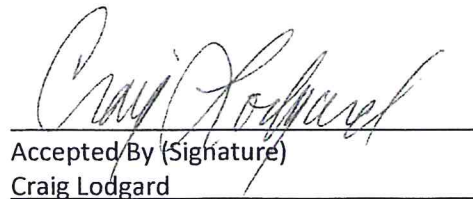
Licensee shall reimburse Developer for any and all travel expenses associated with the installation of Software at Licensee's site. If Developer uses Developer's vehicles (or Developer's employees use personal vehicles) Licensee shall reimburse Developer for mileage at then applicable IRS rates. If Developer (or employees of Developer) use a rental car, Licensee shall reimburse Developer for the actual rental car rate and actual gas charged. Licensee shall reimburse Developer for any and all per diem charges at the then current state published rate. Licensee shall reimburse Developer if Developer's employees are required to stay overnight.

### 10. Vision Premium Permit System with Billing

- Contact Data Base
- User defined Permit Types
- Automatic Fee schedules based on permit types
- Permit Status Tracking
- Permit Billing
- Document Integration
- GIS/Mapping integration
- Parcel Information with ArcGIS Integration
- Inspector Portal<sup>3</sup>
- Inspector Mobile<sup>3</sup>
- Permit Access Portal<sup>3</sup>
- Advanced Notifications<sup>3</sup>
- Cash Management Integration
- Financial Integration
- Delinquency Schedules
- Searchable Notes
- Data Grids
- Reporting Services
- Permit Generation
- Inspector Schedules
- Alerts and Notifications<sup>3</sup>
- Actions and Conditions<sup>3</sup>
- Outlook Calendar Integration<sup>3</sup>
- Integration into Email<sup>3</sup>

### Acceptance of Agreement:

#### Vision Municipal Solutions, LLC.



Accepted By (Signature)

Craig Lodgard

Printed Name

Managing Member

Title:

11/05/2015

Date

#### City of Long Beach

Accepted By (Signature)

Printed Name

Title

Date

# Purchase Agreement



PA #	VITQ1102-01
DATE	Dec 16, 2015

## Vision Municipal Solutions, LLC.

P.O. Box 28429, Spokane, WA 99228

To City of Long Beach  
115 Bolstad Ave W  
Long Beach, WA 98631  
United States of America

Phone (360) 642-4421

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	<b>Vision Mid Range Server:</b>  <b>Includes:</b> <ul style="list-style-type: none"> <li>- Intel Xeon E3-1220 v3</li> <li>- 32 GB RAM</li> <li>- 2 x 256 SSD (Host OS)</li> <li>- 2 x 512 SSD (DC/SQL OS)</li> <li>- 2 x 2 TB (Data)</li> <li>- LSI 9271-8i RAID Card</li> <li>- USB 3.0</li> <li>- Keyboard and mouse</li> <li>- 3 year hardware warranty</li> </ul>	\$3,919.50	\$3,919.50
1	Microsoft Server 2012 R2 Standard (2 CPU's - 2 VM's) No CALS	\$780.00	\$780.00
15	Microsoft Server 2012 - 1 user CAL	\$32.50	\$487.50
1	PowerCom King Pro 1500VA battery backup UPS	\$184.60	\$184.60
3	3 TB USB Backup Drive	\$149.50	\$448.50
1	Backup and disaster recovery software for HyperV Servers	\$369.00	\$369.00
<b>Server would be drop shipped to Long Beach, WA for remote installation from the Vision Offices.</b>  <b>Customer responsibilities: Plugging in new server power and network cables.</b>			
1	<b>Labor</b> <ul style="list-style-type: none"> <li>- Setup Physical HyperV Host Server</li> <li>- Configure new Domain Controller Virtual Machine</li> <li>- Configure new Vision Software Virtual Machine</li> <li>- Migrate domain to new domain controller</li> <li>- Migrate current server data to new VM</li> <li>- Migrate Vision SQL data to new VM</li> </ul>	\$1,250.00	\$1,250.00



QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
		<b>SUBTOTAL</b>	\$7,439.10
		<b>SALES TAX</b>	\$587.69
		<b>S/H</b>	\$100.00
		<b>TOTAL</b>	\$8,126.79

### Terms & Agreement

Should additional work be needed, this will be billed at our current hourly rates plus parts (\$95 or \$125.00/hr.). Terms are net 30 days. Pricing is valid for up to 30 days or dependent upon equipment availability from suppliers.

This Purchase Agreement dated below when signed, confirms the sale herein specified, the equipment and features listed above.

**Acceptance of Agreement**  
**Vision Municipal Solutions, LLC.**

**Acceptance of Agreement**  
**City of Long Beach**

Brandon L. Votaw

Accepted By (Signature)

Brandon L. Votaw

Printed Name

Title

Wednesday, December 16, 2015

Date

Accepted By (Signature)

Printed Name

Title

Wednesday, December 16, 2015

Date



**TAB — H**





**CITY COUNCIL  
AGENDA BILL  
AB 15-73**

**Meeting Date: December 21, 2015**

**AGENDA ITEM INFORMATION**

<b>SUBJECT:</b> CED agreement for purchase of LED lighting for Shop and Firehall.	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk/Treasurer	
	City Engineer	
	Community Development Director	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
	Water/Wastewater Supervisor	
<b>COST:</b> \$6,285 after rebate	Other:	

**SUMMARY STATEMENT:** This was unbudgeted, but is also part of the requirement from our L & I investigation. Both the fire budget and shop budgets should be able to absorb this one time expense, with annual projected savings for the Fire Department of \$890 and the shops of \$730.

**RECOMMENDED ACTION:** *Authorize Staff to proceed with the purchase*

10/20/2015



### Long Beach City Shop

<u>Location</u>	<u>Material</u>	<u>Labor</u>	<u>Tax</u>	<u>Project Total</u>	<u>Est. Rebate</u>	<u>Est. Final Total</u>	<u>Est. Yearly Savings</u>	<u>Est. Pay Back In Yrs</u>
Long Beach, WA	\$5,890.00	\$0.00	\$465.31	\$6,355.31	\$2,500.00	\$3,855.31	\$731.32	5.27

Material Sub Total      \$5,890.00

Labor Sub Total              \$0.00

Tax                              \$465.31

Project Total                \$6,355.31

Est. Rebate Total           \$2,500.00

Est. Post Rebate Total      \$3,855.31

All rebate and energy savings estimates to be verified by the participating utility provider.

Est. Total Yearly Savings      \$731.32

Est. Payback In Years              5.27

### Notes:

Your signature, date, and PO # on this proposal verifies that you accept the proposal and the terms and conditions provided in the Customer Terms and Conditions.

Customer Signature: \_\_\_\_\_

# Project Installation Sheet

# Long Beach City Shop

Existing Equipment			Installed Equipment			
Location-Bldg/Area/Rm	Qty	Existing	Qty	Equipment To Be Installed	Installed Per Quote	Changes or Additions
Shop 1	8	8' 2L 75W T12 Strip	8	New 8' 2L 15W TLED Tandem Strip 5000k		
Rest Room	1	4' 2L 40W T12 Strip	1	New 4' 2L 15W TLED Strip 5000k		
Breakroom	9	4' 4L 32W T8 SW	9	Retro 4' 4L 15W TLED SW 5000k		
Mech Shop	11	8' 2L 75W T12 Strip	11	New 8' 2L 15W TLED Tandem Strip 5000k		
Mech Shop	8	4' 6L 32W T8 Strip	8	Retro 4' 6L 15W TLED Strip 5000k		
Office	2	8' 2L 32W T8 Tandem Strip	2	Retro 8' 2L 15W TLED Tandem Strip 5000k		
Office	1	8' 2L 75W T12 Strip	1	New 8' 2L 15W TLED Tandem Strip 5000k		
Rest Room	1	4' 2L 40W T12 Strip	1	New 4' 2L 15W TLED Strip 5000k		
Truck Park	2	8' 2L 75W T12 Strip	2	New 8' 2L 15W TLED Tandem Strip 5000k		
Shop 2	5	8' 2L 75W T12 Strip	5	New 8' 2L 15W TLED Tandem Strip 5000k		
Shop 3	3	8' 2L 75W T12 Strip	3	New 8' 2L 15W TLED Tandem Strip 5000k		
Shop 4	5	4' 6L 54W T5 High Bay	5	New 149W LED High Bay		



Ed Lane

Longview ~ Vancouver ~ Aberdeen ~ Centralia

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Cell: ~ 360-846-8162 Toll Free: 800-445-8087

[edl@ced-columbia.com](mailto:edl@ced-columbia.com)



# Project Cost Summary

Long Beach City Shop

Existing Equipment				Proposed Equipment							
Location-Bldg/Area/Rm	Qty	Existing	Watts/ Fixture	Fixt Qty	Equipment To Be Installed	Watts/ Fixture	Unit Cost	Eqmt Total	Unit Labor	Labor Cost	Total Cost
Shop 1	8	8' 2L 75W T12 Strip	145	8	New 8' 2L 15W TLED Tandem Strip 5000k	60					
Rest Room	1	4' 2L 40W T12 Strip	97	1	New 4' 2L 15W TLED Strip 5000k	30					
Breakroom	9	4' 4L 32W T8 SW	113	9	Retro 4' 4L 15W TLED SW 5000k	60					
Mech Shop	11	8' 2L 75W T12 Strip	145	11	New 8' 2L 15W TLED Tandem Strip 5000k	60					
Mech Shop	8	4' 6L 32W T8 Strip	169	8	Retro 4' 6L 15W TLED Strip 5000k	90					
Office	2	8' 2L 32W T8 Tandem Strip	108	2	Retro 8' 2L 15W TLED Tandem Strip 5000k	60					
Office	1	8' 2L 75W T12 Strip	145	1	New 8' 2L 15W TLED Tandem Strip 5000k	60					
Rest Room	1	4' 2L 40W T12 Strip	97	1	New 4' 2L 15W TLED Strip 5000k	30					
Truck Park	2	8' 2L 75W T12 Strip	145	2	New 8' 2L 15W TLED Tandem Strip 5000k	60					
Shop 2	5	8' 2L 75W T12 Strip	145	5	New 8' 2L 15W TLED Tandem Strip 5000k	60					
Shop 3	3	8' 2L 75W T12 Strip	145	3	New 8' 2L 15W TLED Tandem Strip 5000k	60					
Shop 4	5	4' 6L 54W T5 High Bay	324	5	New 149W LED High Bay	149					

Total Equipment Cost: \$5,890

Total Estimated Labor Cost:

Total Project Cost: \$5,890



Lighting Design \* Rebate Specialist

\*Energy Consultant \* New Construction \* Retrofit

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# Energy Savings Summary

# Long Beach City Shop

Existing Equipment						Proposed Equipment									
Location-Bldg Area/Rm	Qty	Existing Equipment	Hours per Year	Watts per Fixt.	Total Kwh	Qty	Equipment To Be Installed	Watts per Fixt.	Total Kwh	Kwh Saved no Sensors	Rate/ Kwh	Savings: no Sensors	Est. Sensor Saving	Kwh Saved w/ Sensors	Savings with Sensors
Shop 1	8	8' 2L 75W T12 Strip	3,120	145	3,619	8	New 8' 2L 15W TLED Tandem Strip 5000k	60	1,498	2,122	0.060	\$127		2,122	\$127
Rest Room	1	4' 2L 40W T12 Strip	500	97	49	1	New 4' 2L 15W TLED Strip 5000k	30	15	34	0.060	\$2		34	\$2
Breakroom	9	4' 4L 32W T8 SW	3,120	113	3,173	9	Retro 4' 4L 15W TLED SW 5000k	60	1,685	1,488	0.060	\$89		1,488	\$89
Mech Shop	11	8' 2L 75W T12 Strip	3,120	145	4,976	11	New 8' 2L 15W TLED Tandem Strip 5000k	60	2,059	2,917	0.060	\$175		2,917	\$175
Mech Shop	8	4' 6L 32W T8 Strip	500	169	676	8	Retro 4' 6L 15W TLED Strip 5000k	90	360	316	0.060	\$19		316	\$19
Office	2	8' 2L 32W T8 Tandem Strip	3,120	108	674	2	Retro 8' 2L 15W TLED Tandem Strip 5000k	60	374	300	0.060	\$18		300	\$18
Office	1	8' 2L 75W T12 Strip	3,120	145	452	1	New 8' 2L 15W TLED Tandem Strip 5000k	60	187	265	0.060	\$16		265	\$16
Rest Room	1	4' 2L 40W T12 Strip	500	97	49	1	New 4' 2L 15W TLED Strip 5000k	30	15	34	0.060	\$2		34	\$2
Truck Park	2	8' 2L 75W T12 Strip	3,120	145	905	2	New 8' 2L 15W TLED Tandem Strip 5000k	60	374	530	0.060	\$32		530	\$32
Shop 2	5	8' 2L 75W T12 Strip	3,120	145	2,262	5	New 8' 2L 15W TLED Tandem Strip 5000k	60	936	1,326	0.060	\$80		1,326	\$80
Shop 3	3	8' 2L 75W T12 Strip	500	145	218	3	New 8' 2L 15W TLED Tandem Strip 5000k	60	90	128	0.060	\$8		128	\$8
Shop 4	5	4' 6L 54W T5 High Bay	3,120	324	5,054	5	New 149W LED High Bay	149	2,324	2,730	0.060	\$164		2,730	\$164

Existing Energy Use (Kwh): 22,107

Energy Savings Without Sensors (Kwh): 12,189

Annual Savings Without Sensors: \$731

Energy Savings With Sensors (Kwh): 12,189

Annual Savings With Sensors: \$731

Monthly Savings With Sensors: \$61



Lighting Design \* Rebate Specialist

\*Energy Consultant \* New Construction \* Retrofit

Ed Lane

Longview ~ Vancouver ~ Aberdeen ~ Centralia

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[edl@ced-columbia.com](mailto:edl@ced-columbia.com)

10/20/2015



**Long Beach Fire Station**

<u>Location</u>	<u>Material</u>	<u>Labor</u>	<u>Tax</u>	<u>Project Total</u>	<u>Est. Rebate</u>	<u>Est. Final Total</u>	<u>Est. Yearly Savings</u>	<u>Est. Pay Back In Yrs</u>
Long Beach, WA	\$5,936.00	\$0.00	\$468.94	\$6,404.94	\$3,976.00	\$2,428.94	\$890.77	2.73

Material Sub Total      \$5,936.00

Labor Sub Total              \$0.00

Tax                              \$468.94

Project Total                \$6,404.94

Est. Rebate Total           \$3,976.00

Est. Post Rebate Total      \$2,428.94

All rebate and energy savings estimates to be verified by the participating utility provider.

Est. Total Yearly Savings      **\$890.77**

Est. Payback In Years              **2.73**

**Notes:**

Your signature, date, and PO # on this proposal verifies that you accept the proposal and the terms and conditions provided in the Customer Terms and Conditions.

Customer Signature: \_\_\_\_\_

# Project Installation Sheet

# Long Beach Fire Station

Existing Equipment			Installed Equipment			
Location-Bldg/Area/Rm	Qty	Existing	Qty	Equipment To Be Installed	Installed Per Quote	Changes or Additions
Fire Station	30	8' 1L 75W T12 Strip	30	New 8' 1L 15W TLED Tandem Strip 5000k		
Upstairs	8	8' 2L 75W T12 Strip	8	New 8' 2L 15W TLED Tandem Strip 5000k		
Upstairs	3	4' 2L 32W T8 Strip	3	Retro 4' 2L 15W TLED Strip 5000k		
Office	2	4' 2L 32W T8 Strip	2	Retro 4' 2L 15W TLED Strip 5000k		
Office			1	Wireless Ceiling Mount Sensor and Receiver		
Shop	13	4' 6L 32W T8 High bay	13	Retro 4' 6L 15W TLED High Bay		
Exterior	1	500W Halogen Flood	1	New 74W Adjustable LED Wall Pack w/ PC		
Exterior	3	500W Halogen Flood	3	New 29W Adjustable LED Wall Pack w/ PC		
Exterior	2	100W HPS Wall Pack	2	New 29W Adjustable LED Wall Pack w/ PC		
Exterior	1	100W HPS Wall Pack	3	New 8' 1L 15W TLED Tandem Strip 5000k		
Exterior	1	100W HPS Wall Pack	1	New 37W LED Security		
Exterior	1	100W HPS Wall Pack	1	New 12W Mini LED Wall Pack		



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# Project Cost Summary

## Long Beach Fire Station

Existing Equipment				Proposed Equipment							
Location-Bldg/Area/Rm	Qty	Existing	Watts/ Fixture	Fixt Qty	Equipment To Be Installed	Watts/ Fixture	Unit Cost	Eqmt Total	Unit Labor	Labor Cost	Total Cost
Fire Station	30	8' 1L 75W T12 Strip	94	30	New 8' 1L 15W TLED Tandem Strip 5000k	30					
Upstairs	8	8' 2L 75W T12 Strip	145	8	New 8' 2L 15W TLED Tandem Strip 5000k	60					
Upstairs	3	4' 2L 32W T8 Strip	59	3	Retro 4' 2L 15W TLED Strip 5000k	30					
Office	2	4' 2L 32W T8 Strip	59	2	Retro 4' 2L 15W TLED Strip 5000k	30					
Office				1	Wireless Ceiling Mount Sensor and Receiver						
Shop	13	4' 6L 32W T8 High bay	169	13	Retro 4' 6L 15W TLED High Bay	90					
Exterior	1	500W Halogen Flood	500	1	New 74W Adjustable LED Wall Pack w/ PC	60					
Exterior	3	500W Halogen Flood	500	3	New 29W Adjustable LED Wall Pack w/ PC	29					
Exterior	2	100W HPS Wall Pack	115	2	New 29W Adjustable LED Wall Pack w/ PC	29					
Exterior	1	100W HPS Wall Pack	115	3	New 8' 1L 15W TLED Tandem Strip 5000k	30					
Exterior	1	100W HPS Wall Pack	115	1	New 37W LED Security	37					
Exterior	1	100W HPS Wall Pack	115	1	New 12W Mini LED Wall Pack	12					

Total Equipment Cost: \$5,936

Total Estimated Labor Cost:

Total Project Cost: \$5,936



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# Energy Savings Summary

# Long Beach Fire Station

Existing Equipment						Proposed Equipment									
Location-Bldg Area/Rm	Qty	Existing Equipment	Hours per Year	Watts per Fixt.	Total Kwh	Qty	Equipment To Be Installed	Watts per Fixt.	Total Kwh	Kwh Saved no Sensors	Rate/ Kwh	Savings: no Sensors	Est. Sensor Saving	Kwh Saved w/ Sensors	Savings with Sensors
Fire Station	30	8' 1L 75W T12 Strip	3,120	94	8,798	30	New 8' 1L 15W TLED Tandem Strip 5000k	30	2,808	5,990	0.060	\$359		5,990	\$359
Upstairs	8	8' 2L 75W T12 Strip	3,120	145	3,619	8	New 8' 2L 15W TLED Tandem Strip 5000k	60	1,498	2,122	0.060	\$127		2,122	\$127
Upstairs	3	4' 2L 32W T8 Strip	500	59	89	3	Retro 4' 2L 15W TLED Strip 5000k	30	45	44	0.060	\$3		44	\$3
Office	2	4' 2L 32W T8 Strip	3,120	59	368	2	Retro 4' 2L 15W TLED Strip 5000k	30	187	181	0.060	\$11	25%	228	\$14
Office						1	Wireless Ceiling Mount Sensor and Receiver								
Shop	13	4' 6L 32W T8 High bay	3,120	169	6,855	13	Retro 4' 6L 15W TLED High Bay	90	3,650	3,204	0.060	\$192		3,204	\$192
Exterior	1	500W Halogen Flood	3,120	500	1,560	1	New 74W Adjustable LED Wall Pack w/ PC	60	187	1,373	0.060	\$82		1,373	\$82
Exterior	3	500W Halogen Flood	500	500	750	3	New 29W Adjustable LED Wall Pack w/ PC	29	44	707	0.060	\$42		707	\$42
Exterior	2	100W HPS Wall Pack	3,120	115	718	2	New 29W Adjustable LED Wall Pack w/ PC	29	181	537	0.060	\$32		537	\$32
Exterior	1	100W HPS Wall Pack	3,120	115	359	3	New 8' 1L 15W TLED Tandem Strip 5000k	30	281	78	0.060	\$5		78	\$5
Exterior	1	100W HPS Wall Pack	3,120	115	359	1	New 37W LED Security	37	115	243	0.060	\$15		243	\$15
Exterior	1	100W HPS Wall Pack	3,120	115	359	1	New 12W Mini LED Wall Pack	12	37	321	0.060	\$19		321	\$19

Existing Energy Use (Kwh): 23,833

Energy Savings Without Sensors (Kwh): 14,799

Annual Savings Without Sensors: \$888

Energy Savings With Sensors (Kwh): 14,846

Annual Savings With Sensors: \$891

Monthly Savings With Sensors: \$74



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TAB — I





Gloria Park  
P O Box 340  
Long Beach WA 98631

Bob Andrew  
City Hall  
P O Box 310  
Long Beach WA 98631

Dear Mr. Andrew

I feel it is time for me to go on record regarding the bear population in Long Beach. I have been a part time and now full time resident here since 2008. The number of bear problems has increased in that time. Part of this issue is that a female bear near us regularly produces twin cubs. The bears here have no natural restrictions on population growth which means we have more and more bears. There is not enough food for the number of bears we have and they now rely the garbage cans for their food source bring into closer contact with humans.

The Game Dept. continues to assure us that the bears are nocturnal and if we take reasonable precautions we will not have a problem with them. I want to relate my latest incident to you. On November 30 between 3:30 and 4:00 in the afternoon I was walking my dog on California Ave. S when I encountered a bear in a yard at 15th and California. I assume this bear had been looking for food at McDonalds. I walk this neighborhood on a daily basis and should be able to feel safe. Our out of town visitors are not as aware of the need to be bear cautious and this could lead to a problem for someone.

I hope you will use this letter as one more documentation of the bear problem in our town.

Regards

Gloria Park



STATE OF WASHINGTON  
DEPARTMENT OF HEALTH  
SOUTHWEST DRINKING WATER REGIONAL OPERATIONS  
*PO Box 47823, Olympia, Washington 98504-7823*  
*TDD Relay 1-800-833-6388*

December 11, 2015

City of Long Beach  
Jacob Binion  
PO Box 310  
Long Beach, WA, 98631

Subject: Long Beach Water Department, ID #4800M, Pacific County;  
**Rescinding of Boil Water Advisory**

Dear Jacob Binion:

Effective immediately, the Boil Water Advisory issued by the State Department of Health, Office of Drinking Water (ODW) on December 9, 2015, is rescinded. The main was repaired and the water lines were flushed. Three water samples collected on December 10, 2015, had satisfactory results.

We recommend that copies of this letter be promptly distributed to the residential and nonresidential users of this water system. We also recommend that copies of this notice be posted at any public places such as bulletin boards and restrooms.

Sincerely,

Sandra Brentlinger  
Office of Drinking Water, Coliform Program Manager

cc: Pacific County Health Department  
Teresa Walker, ODW



## David Glasson

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**From:** Trautmann, Cara [Cara.Trautmann@charter.com]  
**Sent:** Monday, December 14, 2015 4:44 PM  
**Subject:** Notice from Charter Communications - Rate Change



Containing costs and efficiently managing our operations are critical to providing customers with the best value possible. Like every business, Charter faces rising costs that require occasional price adjustments. As a result, customers in your community will be notified of the following price adjustments through a billing statement message on or after December 15, 2015:

- *Effective on February 15, 2016 pricing will be adjusted for the Change of Service Computerized Fee from \$2.99 to \$4.99 and Late Fee will be adjusted from \$7.95 to \$8.95.*

Charter continues to provide significant product enhancements, including adding new HD channels at no additional cost, and providing more than 10,000 On Demand choices, more than 1,500 of them in HD. As customers continue to expand their TV viewing to alternate devices such as tablets, Charter offers downloadable channel apps that enable customers to use these devices for viewing and to access their DVRs remotely. Also, Charter TV and Internet customers can now access the Charter Spectrum™ TV App, providing more than 100 live TV channels inside their home on their tablet or Smartphone at no additional charge.

Charter remains committed to providing excellent communications and entertainment services in your community and in each of the communities we serve. If you have any questions about these changes, please feel free to contact me at [cara.trautmann@charter.com](mailto:cara.trautmann@charter.com).

Thank you,

Cara



**Cara Trautmann** | Government Affairs Administrator | 360.258.5104  
222 NE Park Plaza Drive, Suite 231 | Vancouver, WA 98684

OR – Exc OK

